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ABSTRACT

The collective bargaining agreement between the Youngstown State University and Youngstown State University Chapter of the Ohio Education Association (395 members) of the National Education Association) covering the period June 15, 1982-June 14, 1986 is presented. Items covered in the agreement include: unit recognition, salaries by rank and salary increments, distinguished professorship awards, summer assignments, insurance benefits, faculty improvement leave, leaves, grievance and arbitration procedure, the academic department, tenure, nonreappointment of nontenured faculty, termination for cause, retrenchment of faculty, faculty evaluation, promotion in faculty rank, faculty workload and types of instruction, nonteaching equivalencies in workload, team teaching, personnel files, academic freedom, retirement, association rights, and administration-association relations. Appendices include grievance forms, student evaluation of teaching form, faculty evaluation of chairperson form, and faculty improvement leave application. (SW)

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AGREEMENT

YOUNGSTOWN STATE UNIVERSITY

AND

YOUNGSTOWN STATE UNIVERSITY CHAPTER

OF THE

OHIO EDUCATION ASSOCIATION

1982-1986

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AGREEMENT

YOUNGSTOWN STATE UNIVERSITY

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1982-1986

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ARTICLE 1
AGREEMENT

1.1 This is an agreement by and between YOUNGSTOWN STATE UNIVERSITY (hereinafter referred to as the "Administration") and the YOUNGSTOWN STATE UNIVERSITY CHAPTER OF THE OHIO EDUCATION ASSOCIATION (hereinafter referred to as the "Association"). The purpose of this agreement is to set forth the understanding between the parties as to the terms and conditions of employment of members of the bargaining unit specified herein. This agreement shall constitute the sole and entire agreement between the parties with respect to matters set forth herein. All personnel policies or practices in conflict with the provisions hereof are discontinued.

1.2 The parties reaffirm their mutual belief in and acceptance of good faith collective bargaining as a means of pursuing their mutual goals of excellence in education and in academic standards. The parties further reaffirm their belief in good faith collective bargaining as a process which gives legitimate expression to faculty concerns, as represented by the faculty bargaining agent.

ARTICLE 2
RECOGNITION AND SCOPE OF UNIT

2.1: **Exclusivity**: The Administration recognizes the Association as the exclusive bargaining agent for the members of the bargaining unit described below. Exclusive recognition means that the Administration will not deal with any other organization, or any individual, in a manner or for a purpose inconsistent with the terms of this Agreement. Individual contracts of employment with members of the bargaining unit shall in all respects be consistent with this Agreement, which shall be deemed incorporated by reference in such individual contracts. In recognizing the Association as the exclusive bargaining agent for the members of the bargaining unit, the Administration shall cooperate with the Association in the enforcement of this Agreement.

2.2: **Scope of the Unit**: The bargaining unit shall include the following:

a) Individuals with earned faculty rank on 9-month full-service contracts for the academic year (September 15–June 15), attached to academic departments, whose primary duty is teaching. (This includes 9-month faculty on temporary appointments — renewable no more than twice — and 9-month faculty on prorated 9-month contracts because the effective date of appointment falls within the academic year.)

b) Individuals with earned faculty rank on 9-month full-service contracts for the academic year (September 15–June 15), attached to academic departments, whose primary duties include both teaching and directing or coordinating academic activities and/or programs.

2.3: **Exclusions**: The bargaining unit shall not include the following:

a) limited-service faculty members;

b) chairpersons/heads/directors of non-academic departments or programs;

c) administrators at the level of department chairperson and above.

including the Director of the Dana School of Music, assistant and associate deans, deans, assistant and associate vice presidents, vice presidents, assistants to the president, and the president.

d) full-service athletic coaches;

e) persons defined as supervisors under the National Labor Relations Act, Section 2(11), and

f) faculty serving on Extended Teaching Service (ETS) under the provisions of Article 16.

ARTICLE 3
TERM OF AGREEMENT

3.1: This Agreement shall become effective June 15, 1982, and shall terminate June 14, 1986, the sole exception to this term of agreement shall be that specified in Article 3.3 below.

3.2: On or before January 1, 1986, either party may notify the other that it wishes to renew or modify the Agreement. In this event, the parties shall meet no later than March 1, 1986, to negotiate with respect to a successor Agreement.

3.3: Wage Reopener: The provisions of Article 4.1 ***(Salary Ranges for Ranks)***, 4.2 ***(Salary Adjustments)*** and Article 4.11 ***(Overload Pay)*** shall apply for the academic years 1982-1983 and 1983-1984 only. No later than March 1, 1984, the parties shall meet to negotiate the provisions of Articles 4.1 and 4.2 for the academic years 1984-1985 and 1985-1986. In the event agreement is not reached, either party may submit the matter to mediation, under the provisions of Article 20 (ADMINISTRATION-ASSOCIATION RELATIONS). In the event agreement has not been reached by June 14, 1984, the provisions of Article 20.2 ***(No Strike—No Lockout)*** shall be suspended until such time as agreement is reached by the parties with respect to Articles 4.1, 4.2, and 4.11 for the academic years 1984-1985 and 1985-1986. Upon agreement on these matters, Article 20.2 shall be fully in effect until June 14, 1986. There shall, however, be absolutely no obligation on the part of either party to renegotiate or to reopen any provision of the Agreement other than Articles 4.1, 4.2, and 4.11 during the term of this Agreement, as specified in Article 3.1 above.

ARTICLE 4
SALARIES, SALARY INCREMENTS, AND RATES OF PAY

4.1 Salary Ranges for Ranks: There shall be four (4) ranks among the full-service teaching faculty. For 1982-83, each rank shall have a salary range for 9-month contracts as follows:

	Minimum:	**Maximum:**
Professor	$21,000	$38,640
Associate Professor	18,000	31,905
Assistant Professor	16,000	26,755
Instructor	14,000	21,105

For 1983-84, each rank shall have a salary range for 9-month contracts as follows:

	Minimum:	Maximum:
Professor	$21,500	$40,635
Associate Professor	18,500	33,515
Assistant Professor	17,000	28,225
Instructor	15,000	22,425

4.2 Salary Adjustments: In 1982-83 and in 1983-84, each member of the bargaining unit shall receive an increase in his or her 9-month salary, based upon faculty rank, as follows

	1982-83	1983-84
Professor	$ 1,840	$ 2,045
Associate Professor	1,630	1,835
Assistant Professor	1,480	1,695
Instructor	1,330	1,545

Salary increases shall be subject to the salary maxima specified in Article 4.1 above. The salary increase for each year shall be based upon faculty rank held the prior year.

4.3 Promotion and Degree Completion: Each person who is promoted in academic rank effective with the 1982-83 or 1983-84 academic year shall receive a salary increase of $750; each person promoted effective with the 1984-85 or 1985-86 academic year shall receive a salary increase of $1,000. Each person who completes an earned doctorate from an accredited institution of higher education in a relevant academic field shall receive a salary increase of not less than $1,250 in the next full contract year; each person who completes a master's degree from an accredited institution of higher education in a relevant academic field shall receive a salary increase of not less than $625 in the next full contract year. The salary increases provided for in Article 4.3 shall be in addition to the salary increases provided for in Article 4.2 above and shall be subject to the salary maxima specified in Article 4.1 above.

4.4 Distinguished Professorship Awards: Each year, up to ten (10) persons shall be selected as Distinguished Professors on the basis of excellence in teaching and scholarship. Scholarship shall include discipline-related public service. The recipients shall be selected by a seven (7) member committee appointed by and chaired by the academic area officer. Two members of the committee shall be co-selected by the academic area officer and the president of the Association on the basis of excellence in teaching and scholarship. These two selectees shall be faculty members in the bargaining unit and, by virtue of their selection as committee members, shall be award recipients. Eligibility for Distinguished Professorship awards shall be restricted to faculty members in the bargaining unit and department chairpersons. Candidates for the award shall be nominated by a student, faculty member, department chairperson or dean. Such nominations shall be made on a form available in the office of the academic area officer. Written justification for the nomination must be attached to the form. The chairperson shall be notified by the academic area officer of those faculty in his/her department who have been nominated, and shall be given the opportunity to make recommendations upon those individual nominations. Recipients shall receive a cash award of $1,250 at the spring honors convocation. There shall be no restriction on the number of times an individual may receive the award.

4.5 Summer Assignments: Summer teaching assignments within a department shall generally be offered on a rotating basis so that all full service members of the department may have summer teaching opportunities equally without preference as to rank, tenure status, and years of service, subject to the need of the department for teaching. Excluded from and outside of the rotational assignment of summer teaching opportunities shall be the assignment of one (1) course in each department each summer, which shall be assigned to the chairperson. Additional summer teaching opportunities shall be available to the chairperson on the basis of the rotational system described in this Article, with the chairperson receiving an equal opportunity within the rotational system. The chairperson's total teaching assignment in the summer shall not exceed the highest number of workload hours (WH) assigned to a full-service faculty member in the department during the summer without the concurrence of a majority of the full-service faculty in the department. If an individual's assigned course does not meet the required minimum enrollment, and the course is not taught as a result, the individual will be considered as having received a summer teaching opportunity. An individual may not teach in the summer as a substitute for teaching in one or more of the regular academic year quarters.

4.6: Normally, summer teaching assignments shall be offered to full-service faculty over limited-service faculty.

4.7: Written notice of assignment to summer teaching will be sent to the faculty on or about April 1 of each year; if the faculty member plans to accept the assignment, he or she shall notify the Administration within two weeks after receipt of the notice of the assignment. Formal contracts will be provided to faculty during the first week classes are in session.

4.8: Summer teaching contracts shall be contingent upon a minimum starting enrollment of 15 students per class. Classes with fewer students may be taught at the discretion of the Administration.

4.9: A faculty member shall receive 1/40 of his or her 9-month salary of the previous academic year for each WH taught during the summer. No faculty member shall teach more than eight (8) WH during a single five-week summer term, or more than twelve (12) WH during an entire summer.

4.10: **Initial Appointment**: An individual may be appointed at a salary and academic rank appropriate to his/her experience and qualifications as determined by the Administration, with due consideration of the rank, salary, and qualifications of other faculty members in the department. If a member of the bargaining unit who is serving on a temporary appointment receives an appointment to a regular faculty position, he or she may be granted a new 9-month salary appropriate to the regular faculty position to which he or she is appointed.

4.11: **Overload Pay**: A faculty member who is assigned an overload under the provisions of Article 13 (WORKLOAD) shall be paid $350 per WH for the 38th through the 40th WH of annual load, and $300 per WH for each WH beyond 40 WH of annual load. Payment will be made on the June 15 payday.

4.12: **Salaries for Faculty on Grants**: If a faculty member receives a grant from a source outside the University as a result of a grant proposal/request approved in advance by the Administration, and if the approved grant provides for a 9-month salary higher than the faculty member's regular salary or for summer pay

higher than the rate of summer pay established by Article 4.9, the higher salary or rate of pay shall govern, providing the higher salary or rate of pay conforms to the guidelines and/or regulations of the granting authority and/or applicable state or federal regulations. The higher salary or rate of summer pay shall last only for the duration of the grant, at the termination of the grant supported activity, the faculty member's salary shall revert to the level it would have been if the individual had not been awarded the grant. The higher salary or rate of pay shall be contingent upon actual receipt by the University of grant funds approved by the granting authority to support the salary or pay differential and fringe benefit costs related thereto.

4.13: If an individual appointed to the faculty during the term of this Agreement lacks the certification, training, education, or experience required for the conferral of tenure, the University's expectations shall be specified in writing in the transmittal letter of initial appointment from the president of the University. Such formal requirements will not be modified during the faculty member's probationary service, unless a change is agreed to mutually and reduced to writing.

ARTICLE 5
INSURANCE BENEFITS

5.1: Except as herein modified, all group insurance benefits provided in the predecessor Agreement, as defined in the booklet entitled "Employee Benefit Plan for Faculty and Staff," shall be continued during the term of this Agreement for members of the bargaining unit and their dependents; dependents are spouses and unmarried, financially dependent children to age 23.

5.2: **Dental Assistance Plan**: Preferably by August 1, 1982, and no later than September 15, 1982, the University will provide an employer-paid Dental Assistance Plan for all members of the bargaining unit. Coverage under the plan will be for Usual, Customary and Reasonable (UCR) coverage. The plan shall include the following features, subject to standard dental insurance limitations and exclusions:

a) 100% coverage for preventive/diagnostic services;

b) 80% coverage for basic restorative services;

c) 50% coverage for major restorative services;

d) 50% coverage for orthodontic services (with a lifetime maximum of $750 per person and benefits not subject to the calendar-year maximum);

e) $1,000 calendar-year maximum per covered person;

f) annual deductible of $25 per person and $75 per family (which does not apply to preventive/diagnostic services and orthodontic services); and

g) coverage for bargaining unit members and eligible dependents.

5.3: The University shall consult with the group insurance carrier immediately following ratification of this Agreement to develop a program whereby members of the bargaining unit may purchase additional term life insurance at the group rate charged the University by age of insured individuals. This program shall include 1) the opportunity of the bargaining unit member to pay for this additional insurance coverage by payroll deduction, 2) an opportunity during one

enrollment period annually to exercise this option, and 3) such restrictions as may be established by the carrier governing a) a minimum participation rate among members of the bargaining unit and b) the amounts of insurance which may be so purchased.

5.4: The annual physical examination previously covered "in any period of twelve (12) consecutive months" shall be covered once in any calendar year.

5.5: The lifetime maximum coverage for major medical insurance shall be increased from $250,000 to $1,000,000.

5.6: The supplemental accident expense insurance coverage shall be increased from $300 per person per accident to $500 per person per accident.

5.7: A retired member of the bargaining unit with 10 or more years of service may continue group term life insurance coverage in the amount of 1.25 times his or her final 9-month salary by paying to the University the group rate set by the carrier for such insurance for persons in the same age group as the retiree. However, the age-based group rates paid by retirees shall not exceed three-and-a-half (3.5) times the overall group rate for the University.

5.8: The University shall cover the cost of Medicare, Part B, Supplementary Medical Insurance, for enrolled members of the bargaining unit and their spouses.

5.9: The group term life insurance coverage for members of the bargaining unit age 65 and older shall be increased from 1.5 times 9-month salary to 1.625 times 9-month salary.

5.10: **Health Maintenance Plan Option**: In accordance with the provisions of O.R.C. 1742.33, each member of the bargaining unit shall have the option of subscribing to either the negotiated group insurance plan for hospital, medical, surgical and related services described in Article 5 of this Agreement or to the prepaid group practice program provided by the Warren/Youngstown Health Maintenance Plan (HMP). This option may be exercised once per year and concurrent with the issuance of academic year contracts, with HMP coverage to be in effect for the one-year period beginning with September 15 of the academic year for which the option is exercised and ending with September 14 of the following year.

If a member of the bargaining unit elects the HMP option, the Administration shall contribute the entire premium or subscription charges for the HMP program. Such contributions, however, shall not exceed the amount which would have been paid on behalf of that individual for group insurance had the individual bargaining unit member not elected the HMP option. If the premium or subscription charges for HMP coverage exceed that amount, the individual bargaining unit member shall be responsible for payment of said excess amount.

ARTICLE 6
FACULTY IMPROVEMENT LEAVE

6.1: **Introduction**: In accordance with the provisions of O.R.C. 3345.28, members of the bargaining unit may be granted leave to undertake further education, to carry on research, or to secure appropriate professional experience. The

purpose of this leave is to enhance the faculty member's performance in teaching, scholarship, and University service at YSU. The administration of this program is intended to be in full compliance with the provisions and revisions of the O.R.C., with applicable court decisions, and with all rules promulgated under the statutory authority of state agencies, including the State Teachers Retirement System. An individual on leave may supplement his or her University pay through income from subsidized research, a grant, a graduate fellowship, or a graduate research or teaching assistantship, but in no event may the combined income from these sources exceed the salary budgeted for the faculty member had he or she not been on leave unless the recipient as part of leave activities is required to establish and maintain a residence outside the greater Youngstown area for three (3) months or longer during the leave period. Leave-related income which exceeds the faculty member's budgeted salary had he or she not been on leave will be reported and forwarded to the Administration within thirty (30) days of completion of the leave. For those faculty who are required to establish and maintain a residence outside the greater Youngstown area for three (3) months or longer during the leave period, income from the sources specified above in excess of 150% of budgeted salary will be reported and forwarded to the Administration. Subsidy for travel related to leave activities shall not be included in this determination. Except for the reduction in salary during 1982-83, the faculty member's fringe benefits, STRS status, and all other rights and privileges shall remain in effect during the leave as though the individual were not on leave.

6.2: Duration, Pay, and Number: An individual may be granted a Faculty Improvement Leave for the three quarters of a given academic year, or for a single quarter during the regular academic year. Individuals granted leaves during the term of this Agreement for the 1983-84 through 1986-87 academic years shall receive 100% of regular salary during the leave period. Individuals who were granted leaves under the predecessor Agreement for the 1982-83 academic year shall receive 85% of regular salary during the leave period. The Administration shall budget funds for fourteen (14) three-quarter leaves and three (3) one-quarter leaves for each of the years during which leaves granted under this Agreement will be taken (i.e., 1983-84 through 1986-87).

6.3: General Provisions: A member of the bargaining unit may be granted leave under the provisions of this Article only after he or she has served at YSU for seven (7) complete academic years. The individual shall serve an additional seven (7) academic years before becoming eligible to receive a subsequent Faculty Improvement Leave. In academic departments with eight (8) or fewer members of the bargaining unit, no more than one (1) person may receive a Faculty Improvement Leave during any single academic year; in departments with nine (9) to sixteen (16) members of the bargaining unit, no more than two (2) persons may receive a Faculty Improvement Leave during any single academic year, and in departments with seventeen (17) or more members of the bargaining unit, no more than three (3) persons may receive Faculty Improvement Leaves during any given academic year. For this calculation, the number of persons in any given department shall be the number of bargaining unit members under contract in that department as of September 15 of the year prior to the year of proposed leave. The Administration shall make every reasonable effort to secure qualified temporary staff to cover a faculty member's responsibilities during a year for which he or she is applying for leave, and only if this effort fails shall the Administration deny a leave on the grounds that the faculty member's services are essential. A recipient of a Faculty Improvement Leave shall return to the

University for a minimum of two (2) complete academic years following completion of a three-quarter leave, and a minimum of one (1) complete academic year following completion of a one-quarter leave. If a faculty member resigns or retires from the University prior to the completion of the return period, he or she shall reimburse YSU the salary paid by YSU during the leave period. Leave recipients who fail to return to YSU for the specified period following completion of the leave shall be permitted to arrange a schedule of payments over a period not to exceed two (2) years.

6.4: Definitions: For the purpose of this Article, a faculty member is a member of the bargaining unit, academic years of teaching service are those fiscal years during which an individual was under contract and provided full-time service to the University during the Fall, Winter and Spring Quarters.

6.5: Procedures: An applicant for leave under the provisions of this Article shall complete an APPLICATION FOR FACULTY IMPROVEMENT LEAVE (see Appendix F) and submit the form to his or her chairperson no later than November 1 of the year preceding the academic year of proposed leave. The applicant shall indicate whether he or she wishes a three-quarter leave or a one-quarter leave. If the applicant seeks a three-quarter leave, but feels that the activities proposed could be modified to accommodate a leave for one quarter, he or she may submit separate requests for a three-quarter leave and a one-quarter leave. The department chairperson shall review all requests, shall make a written recommendation on each, shall forward all requests to the dean no later than November 15, and shall notify all applicants of his or her positive recommendations. No later than December 1, the dean shall forward all applications, with his or her recommendations, to the Faculty Improvement Committee and shall notify all applicants of his or her positive recommendations. The Faculty Improvement Committee shall consist of five (5) individuals. The academic area officer shall appoint three (3), two (2) of whom shall be members of the bargaining unit and former recipients of the Distinguished Professorship Award. The remaining two (2) shall be appointed by the president of the Association. Current applicants for Faculty Improvement Leave shall not be eligible to serve on the Faculty Improvement Committee. An applicant shall have the right to appear before the Faculty Improvement Committee, to provide information, and to answer questions concerning the leave application. The Faculty Improvement Committee shall select its own chairperson, shall review applications and recommendations, shall submit its recommendations to the academic area officer and shall notify all applicants of its positive recommendations no later than February 1. If the academic area officer intends to add names to or delete names from the list of those recommended by the Committee, he or she shall meet with the president of the Association and with any individual whose name is to be deleted from the list to explain the reasons for the decision. By March 1, the academic area officer shall forward his or her recommendations and those of the Committee to the president of the University. The president shall announce the names of the leave recipients by March 15.

6.6: Appeal: An individual who has been denied a Faculty Improvement Leave after being recommended by the Faculty Improvement Committee may file an appeal with the president of the University in writing no later than fifteen (15) days after the meeting with the academic area officer referred to in 6.5. The president shall appoint an appeals panel within fifteen (15) calendar days after receipt of the appeal. The appeals panel shall consist of two (2) members designated by the president of the University, two (2) by the president of the Associa-

tion, and one (1) additional member chosen by the four to serve as chairperson. Faculty members in the appellant's department and persons who have made formal recommendations on the leave request shall be ineligible to serve on the appeals panel. The panel shall examine the merits of the leave request and the rationale for the denial. The appellant shall have the right to appear before the panel, the appellant and the Association shall have access to documents reviewed by the panel. The appeals panel shall submit its recommendation to the president of the University, the president of the Association, and the appellant within thirty (30) days from the date that the fifth member of the panel is selected. Should the panel fail to submit a recommendation, the academic area officer's decision shall stand. The president of the University shall rule upon the recommendation within fifteen (15) days after receiving it. The president shall inform the appellant, the appeals panel, and the Association of his or her ruling. The decision of the president shall be final and binding on all parties. However, a bargaining unit member who believes that the procedures described in this Article have not been followed may file a grievance under the provisions of Article 8 (GRIEVANCE PROCEDURE).

6.7: **Report**: Within thirty (30) days after completion of the leave, the faculty member shall submit to the president of the University a report detailing his or her professional activities during the leave. The faculty member will also share a report of his or her professional activities during the leave with his or her colleagues in the department and/or the college.

ARTICLE 7
LEAVES

7.1: **General**: In addition to Faculty Improvement Leave provided by Article 6 of this Agreement, under the provisions of this Article faculty members may be granted sick leave, legal leave, professional leave, military leave, leave for extended illness or disability, leave without pay, visiting professor leave, or political leave. When a faculty member learns that he/she must take sick leave, he/she shall notify the department chairperson as soon as possible. When a faculty member decides to apply for another type of leave, the application shall be submitted within the scheduled deadlines established by this Agreement.

7.2: **Sick Leave**: Sick leave is the authorized absence of an employee with pay because of personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees and, because of illness, injury, or death in the employee's immediate family (O.R.C. 124.38).

7.3: Each full-service faculty member earns fifteen (15) days of sick leave per year, at the rate of one and one-quarter days per month. Sick leave is cumulative without limit. The Administration shall furnish each faculty member with a report of his or her accumulated sick-leave days each Fall Quarter.

7.4: Sick leave may be used during any period of time in which the employee is under contract to perform services for the University. An employee shall report all uses of sick leave on the APPLICATION FOR SICK LEAVE form in accord with the directions for use attached thereto.

7.5: A continuous period of sick leave commences with the first day of absence and includes all subsequent days until the employee returns to work. Saturdays

(if the employee is not scheduled to perform services), Sundays, and official holidays established and/or observed by the State shall not be counted. During any seven-day period, the maximum number of days of sick leave charged against any employee shall be five.

7.6: All unused sick leave accumulated prior to the date of this Agreement shall be available for use by the employee pursuant to State law.

7.7: **Legal Leave**: Full-service faculty may be granted court duty leave with pay and shall be granted jury duty leave with pay for such purposes. Evidence in the form of a subpoena or other written notification shall be presented to the faculty member's department chairperson as far in advance as possible. All compensation received from court during such leave shall be deposited with the Youngstown State University cashier's office. Legal leave with pay is not allowed for situations in which the faculty member is appearing as a witness for remuneration.

7.8: **Professional Leave**: Professional leave is leave with pay to attend professional meetings, conferences, and seminars. The parties recognize, however, that the faculty member's first responsibility is on campus in the classroom. Any such absence requires that suitable arrangements, such as outside readings, research papers, or individual study, be made by the faculty member so that studies may continue during the period of absence. If the faculty member and the department chairperson agree that a substitute should be assigned to the classroom for the period of the instructor's absence, the chairperson shall identify and assign a substitute, in accordance with Article 4 (SALARIES, SALARY INCREMENTS, AND RATES OF PAY) and Article 13 (WORKLOAD). Requests for professional leave must be approved by the chairperson prior to the faculty member going on professional leave.

7.9: **Short-Term Military Leave**: When a faculty member must fulfill temporary military duty with the armed forces of the United States or with a national guard unit, and this occurs during a contract period, the Administration shall grant leave to the individual for this purpose. All benefits shall be continued, including pay, subject to provisions of the insurance policies and restrictions of law, if any. Such leave shall not exceed thirty-one (31) days. Nine-month faculty teaching summer term will receive pay under this clause only in case of emergency call-up.

7.10: **Long-Term Military Leave**: A long-term military leave of absence without pay will be granted to any faculty member in the event of call-up or involuntary induction into the armed forces of the United States or a national guard unit for extended duty, i.e., more than thirty-one (31) days. Upon return from such leave the faculty member shall be placed at the same position on the salary schedule that he/she would have held had the individual taught in the University during such period. If it is possible, the individual will notify the Administration at least ninety (90) days prior to returning. Any voluntary extensions or re-enlistments shall terminate the employee's rights under this section.

7.11: **Leave for Extended Illness or Disability**: Upon exhaustion of paid leave, leave of absence without pay for illness or physical disability shall be granted in accordance with the provisions of the O.R.C. and S.T.R.S. for periods of up to five (5) years. For tenured faculty, this leave is mandatory; for non-tenured faculty, this leave is discretionary.

7.12: Leave Without Pay: Leave without pay may be granted when the faculty member and the Administration agree that the leave will enhance the faculty member's value to the University, and when the Administration can make temporary arrangements to cover the assignments ordinarily performed by the individual. Leave without pay may extend from a few days to a full academic year. Leave without pay may be renewed for an additional year(s), provided the total period of absence from campus does not exceed three years. In situations where the nature of proposed leave activities necessitates a period of absence longer than one year, the faculty member may request a leave without pay of two or three complete academic years; the leave request must address, however, the necessity of the period for which leave without pay is requested. The faculty member granted leave without pay shall receive the pay increments specified in Article 4 (SALARIES) as if he/she were at YSU. Included in the three-year limitation shall be any other leaves which the faculty member takes immediately preceding or succeeding a leave without pay. Applications for leave without pay shall be made no later than January 1 prior to the academic year of proposed leave. Short-term or emergency leaves without pay may be exempted from this requirement.

7.13: Visiting Professors Leave: A faculty member may be granted leave to teach at another accredited institution of higher education while a faculty member from that institution teaches at YSU. This leave shall be limited to a maximum of one academic year and it shall not be available for the summer. The YSU faculty member's full salary, fringes, STRS contributions, and all other rights and privileges shall remain in effect during the leave as though the individual were at YSU. The other faculty member's institution shall bear sole responsibility for his/her salary, fringes, and other rights and privileges. The YSU faculty member's application shall provide information on the other exchange professor and the proposed duties of both the YSU faculty member and the other faculty member during the year of leave. Each individual shall be prepared to teach a full load at the host institution. This leave requires the approval of the Administrations of both institutions. Persons on such leave shall be referred to as "Visiting Professors" at the host institution. The Visiting Professor at YSU shall not have the collegial rights specified in Article 9 (THE ACADEMIC DEPARTMENT). Relocation costs shall be the responsibility of the Visiting Professors.

7.14: Political Leave: A faculty member who is elected or appointed to a full-time political office may be granted leave without pay for the duration of his or her term of office; this leave shall not exceed four years.

ARTICLE 8
GRIEVANCE PROCEDURE

8.1: Purpose: The purpose of this Article is to set forth a prompt and equitable method for resolving disputes between the parties during the term of this Agreement. Under this Article, the Association, and/or a member(s) of the bargaining unit may file a grievance[1] in which he/she claims that a provision of this Agree-

[1] Grievances shall be processed on the forms which appear in Appendix C.

ment has been violated [2] Nothing in this Article is intended to discourage or prohibit informal discussion of a dispute prior to the filing of a formal grievance.

8.2: Initiation and Time Limits: A grievance shall be filed at the administrative level most appropriate to render an authoritative decision. All grievances shall be filed by the grievant no later than sixty (60) days after the grievant's discovery of the grievable matter. (All references to "days" in this Article refer to calendar days.) The time limits specified herein shall prevail unless extended by mutual agreement of the Administration, the Association, and the grievant. Grievances must be processed expeditiously by both parties; failure to do so shall be in violation of Article 1.2. If the grievant fails to appeal a disposition of a grievance within the time limit prescribed, the grievance shall be considered as resolved on the basis of the last disposition by the Administration representative. If a grievance disposition is not rendered within the prescribed time limits, the grievance shall be advanced to the next step. Dispositions rendered between June 15 and September 15 will be sent to the grievant's home address as it appears on the grievance form, as well as to his or her campus address.

8.3: Hearings on grievances will be attended by the grievant and appropriate representatives of the Administration and the Association, including witnesses. The Administration will provide information relevant to a grievance in accordance with the provisions of Article 20.6. Copies of all grievance forms, grievance disposition forms, and grievance disposition reaction forms shall be made available to the grievant and appropriate representatives of the Administration and the Association. Copies of all these documents shall be sent promptly to the chairperson of the Association Grievance Committee. An individual shall have the right at any time to present a grievance to the Administration, and to have such grievance adjusted, without the intervention of the Association or Association representative, as long as the adjustment is consistent with the terms of the Agreement; and, provided further, that the Association has been given the opportunity to have representatives present at such hearings and adjustments.

8.4: Grievance Procedure: Grievances shall be processed as described below unless the Administration and the Association mutually agree to alter the procedure.

8.5: Step 1: Department Chairperson: Within sixty (60) days of an event, or an individual's knowledge of an event which the individual wishes to grieve, the individual shall submit a completed Faculty Grievance Form to the department chairperson with copies to the Association and the Administration. Within twenty (20) days after the receipt of the grievance form the chairperson or the chairperson's designee shall hold a hearing on the grievance at a time which is mutually convenient to the parties. The chairperson will attempt to determine the facts pertaining to the grievance, and notify the grievant on a Grievance Disposition Form of his/her decision within ten (10) days after the hearing. Within ten (10) days after the receipt of the disposition by the chairperson, the grievant may appeal the disposition by completing and distributing a Grievance Disposition Reaction form.

[2] The procedures of this Article may also be used by bargaining unit members to complain about matters not covered in this Agreement. For instance, an individual may wish to allege a departure from established University practice or a violation of established University policy. Such complaints shall not proceed beyond Step 3 as described herein.

8.6: Step 2: Dean: If the dean receives an appeal from Step 1, the dean or the dean's designee may either transmit a Grievance Disposition Form to the grievant within ten (10) days after receipt of the appeal, or hold a hearing within twenty (20) days after the receipt of the appeal at a time which is mutually convenient to the parties. If the dean holds a hearing, the dean shall file a disposition with the grievant within ten (10) days after the hearing. In those cases where a grievance originates at the dean's level, the dean shall hold a hearing. Within ten (10) days after the receipt of the disposition by the dean, the grievant may appeal the disposition by completing and distributing a Grievance Disposition Reaction Form.

8.7: Step 3: Academic Area Officer: Within ten (10) days after the receipt of an appeal or an original grievance, the academic area officer or the area officer's designee shall hold a hearing on the grievance at a time which is mutually convenient to the parties. Within ten (10) days after the hearing, the academic area officer shall notify the grievant of his/her decision by transmitting a Grievance Disposition Form to the grievant. Within ten (10) days after the receipt of the disposition, the grievant may appeal to arbitration. The grievant will indicate his/her intention to appeal by completing and distributing a Grievance Disposition Reaction Form. Within thirty (30) days after the receipt of the appeal to arbitration, the Association will notify the Administration whether it supports the appeal. In matters involving Termination for Cause, Association support for an appeal to arbitration shall not be required. The following shall not be arbitrable: complaints, decisions on the merits of a faculty member for promotion in rank, decisions on the merits of an application for Faculty Improvement Leave, decisions on the non-renewal of non-tenured faculty, and matters not involving the meaning or application of this Agreement.

8.8: Step 4: Arbitration: If the Association supports the appeal to arbitration, representatives of the Administration and the Association shall meet within twenty (20) days to select an arbitrator or to request the Federal Mediation and Conciliation Service or the American Arbitration Association to supply them with a list of names from which they shall select an arbitrator. The arbitrator shall be selected from the list within twenty (20) days of its arrival or a new list shall be requested. If there is a doubt as to the arbitrability of a grievance, the parties shall request the arbitrator to rule on the arbitrability of the grievance. If the arbitrator rules that the grievance is arbitrable, he/she shall then proceed to conduct a hearing on the merits of this grievance. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. The arbitrator's decision shall be binding upon the Administration, the Association, and the grievant. The arbitrator shall render a decision within thirty (30) days after the arbitration hearing. The fees and expenses of arbitration shall be borne equally by the Administration and the Association, except that costs related to the appearance of witnesses shall be paid by the party which calls the witnesses. The fees and expenses shall include:

1. the cost of a transcript of the arbitration hearing if requested by the arbitrator or either party thereto;
2. the fees and expenses of the arbitrator; and,
3. rental charges and other incidental expenses, if any.

8.9: Other Cases: The procedures of this Article shall be available to settle questions raised by the Administration or the Association concerning the mean-

ing or application of the terms of this Agreement. If such questions arise, the Administration or the Association may file a statement thereof with the other party with appeal to arbitration according to the time limits and other restrictions specified in this Article.

ARTICLE 9
THE ACADEMIC DEPARTMENT[1]

9.1: Introduction: An academic department is a budgetary unit of the University which provides instruction for academic credit.

9.2: Collegial Rights and Responsibilities: These matters are the prerogative of the full-service faculty in the department and in these matters the department chairperson shall function as a coequal faculty member.

a) curricular matters such as curriculum revision, requirements for major and minor, and program development; for University-wide undergraduate curricular matters, the Academic Senate shall have this prerogative; for graduate-level curricular matters, the graduate faculty shall have this prerogative; for school/college-wide curricular matters, the school/college faculty shall have this prerogative;

b) rotational system for summer teaching (see Article 4, SALARIES, SALARY INCREMENTS, AND RATES OF PAY);

c) the expenditure of department travel funds;

d) evaluation of the academic goals and progress of the department;

e) those collegial rights delineated in Article 12 (PROMOTION IN FACULTY RANK); and

f) recommendations on library acquisitions for the department.

9.3: Administrative Rights and Responsibilities: These matters are the prerogative of the Administration. The department faculty may establish department advisory committees to develop recommendations to the chairperson on these matters. These matters include:

a) faculty teaching schedules (see Article 12, WORKLOAD);

b) department budget requests;

c) recruitment and selection of department personnel;

d) assignment of faculty to offices;

e) supervision of the department office; and,

f) all matters not referred to in 9.2 above.

9.4: Department Meetings: Meetings of the department shall be held no less than once per quarter. Special department meetings may be called by the department chairperson and must be called upon the request of ¼ or more of the full-service faculty members in the department. In matters exclusively affecting graduate programs, voting will be restricted to senior and associate members of the graduate faculty. Through department meetings and memoranda, the

[1] All department policies and practices shall be consistent with the terms of this Agreement and other University wide policies and practices.

department chairperson shall attempt to keep the department faculty informed of University developments which are relevant to the department.

9.5: **The Department Chairperson**. The parties recognize that the department chairperson is an administrator charged with managerial and supervisory duties, and that as department chairperson he/she reports to the dean and serves at all times at the pleasure of the president of the University. The parties further recognize that the chairperson retains earned academic rank and tenure status, and has regular responsibilities for teaching, scholarship and University service. For purposes of this article, the Director of The Dana School of Music is considered a chairperson, the Director of Black Studies is not considered a chairperson.

9.6: **Term of Office**: The department chairperson may serve for five (5) complete academic years following his/her appointment as chairperson. During March of the chairperson's fifth complete year of service as chairperson, the dean shall consult with the faculty of the department to identify a candidate for the chairpersonship, to be recommended to the academic area officer and the president of the University, as provided for by Articles 9.8-9.10 of this Agreement. When an individual leaves the post of chairpersonship, whether during or at the conclusion of the term of office specified in 9.6, the individual shall revert to faculty status without prejudice.

9.7: **Selection of the Department Chairperson**: In the fifth year of a chairperson's term, as provided above, or when a vacancy occurs in the position of chairperson, the following procedure shall apply.

9.8: The dean will convene a department meeting to determine criteria and procedures to designate a chairperson. An individual designated by the president of the Association shall attend this meeting as an observer. The dean will inform the president of the Association of the meeting at least one week in advance. Such criteria and procedures shall be acceptable both to the dean and the department faculty and shall provide for one nominee. The individual nominated by the faculty shall be a current member of the full-service faculty of the department unless the faculty members in the department and the dean mutually agree to open the selection process to candidates from outside the department and there is a vacant position budgeted in the department. Every full-service department faculty member shall have a vote in the selection of the nominee, including persons on leave. However, a faculty member holding a temporary appointment shall not be entitled to vote. The incumbent chairperson shall vote in this procedure and may be a nominee.

9.9: The nominee so selected and designated will be presented by the dean to the president of the University who shall proceed to name the nominee as department chairperson, provided that the nominee is acceptable to the president. If the nominee is not acceptable, the president shall meet with the department faculty as a whole to review the reasons for his/her conclusions. If such discussions do not yield an agreement to appoint the nominee, the department faculty shall select another nominee in accordance with the foregoing procedure. If the second nominee is not acceptable to the president, the president shall appoint the department chairperson of his/her choice.

9.10: If the post of department chairperson is vacant (or if the chairperson is on extended leave) and must be filled temporarily while the selection process

described above proceeds, the president shall designate an acting department chairperson.

9.11: Should the president of the University find both the first and the second nominees for the chairperson unacceptable, the president will not appoint the incumbent chairperson or a former chairperson to the post of chairperson unless the individual has been recommended by the faculty of the department.

ARTICLE 10
FACULTY EMPLOYMENT SECURITY

ARTICLE 10a
TENURE

10a.1: Tenure at Youngstown State University is the right of those holding ***earned rank***[1] to continued employment following completion of a specified probationary period and written notice that tenure has been granted. Tenure is acquired by full-service, teaching faculty members at Youngstown State University with the fifth annual appointment as a full-service, teaching faculty member if the fifth annual appointment in a given academic department is at the rank of professor, associate professor, or assistant professor.

10a.2: Tenure may not be acquired at the rank of instructor.

10a.3: A departmental recommendation on whether to grant tenure to a faculty member shall be preceded by a review of the candidate's past contributions and an evaluation of the candidate's promise of satisfactory future contributions to the University. In general, the University will provide the tenure appointment only to those who are judged to have given consistent evidence of quality performance and promise during the probationary period. The review should be initiated by the department chairperson, who shall consult with the tenured members of the department faculty. The chairperson may consult other appropriate tenured faculty members. The chairperson's consultation shall include a meeting of the tenured faculty specified above, at which the tenure candidate shall be given the opportunity to appear, to present information, and to answer questions regarding his/her tenure candidacy. The chairperson's consultation shall also include requesting written recommendations from departmental tenured faculty consulted, recommendations a) supporting tenure, b) opposing tenure, or c) abstaining or declining to respond. As a part of his/her recommendation, the chairperson shall inform the dean of the number of faculty making each recommendation. The tenure candidate shall also be informed of the number of persons making each recommendation. The recommendation of the department chairperson may or may not be the same as the opinions so gathered. The chairperson's recommendation shall be made to the dean of the school/college and with the dean's recommendation forwarded to the academic area officer. The academic area officer shall transmit his/her recommendation, and those of the dean, the chairperson, and the department

[1]Earned rank at YSU refers to the title — instructor, assistant professor, associate professor, professor — held by full service teaching faculty members in academic departments (i.e., departments offering instruction for academic credit). Earned rank at YSU is granted only to a person whose qualifications (based in large part upon education, training, and experience) suitably match those established for a particular teaching position in an academic department. Rank is granted at the time of initial employment, and any changes in rank are made by an established promotion procedure.

tenured faculty to the president of the University. The president shall then act in accord with the provisions of Article 10b (NON REAPPOINTMENT OF NON-TENURED FACULTY)

10a.4: **Years of Service**: One year of service consists of three quarters of full-time employment during an academic year. Employment under summer school contracts may not be included. No year during which the individual is on leave without pay or sick leave for one quarter or more may count as a year of service, nor may fractional years be added to make a full year. However, a service year prior to a year that does not count is not invalidated because such a year intervenes. A year counted as a year of service may be rendered under a full-service appointment at any earned rank, including that of instructor. A faculty member who resigns and later returns to the University shall be considered as new.

ARTICLE 10b
NON-REAPPOINTMENT OF NON-TENURED FACULTY

10b.1: **Notice**: A full-service faculty member who has completed less than one academic year at the University, and who is not to be recommended for reappointment, must receive written notice of that intention, from the department chairperson or other appropriate administrative officer, not later than March 1 of the academic year in which the recommendation is to be made. A full-service faculty member who has completed one or more academic year(s) at the University, and who is not to be recommended for reappointment, must receive written notice of that intention, from the department chairperson or other appropriate administrative officer, not later than December 15 of the academic year in which the recommendation is to be made.

10b.2: **Counseling**: Each non-tenured faculty member will be counseled by his/her chairperson and/or dean at least annually on his/her performance, as provided for by Article 11 (FACULTY EVALUATION).

10b.3: **Meeting**: Prior to the written notification of intention not to recommend reappointment, the chairperson or other appropriate administrative officer may meet with the faculty member to discuss the intention and the reasons. The faculty member may attend this meeting with a faculty witness of his/her choice and/or the president of the Association or his/her designee.

10b.4: **Appeal**: If a faculty member wishes to appeal the recommendation of the chairperson or other appropriate administrative officer, he/she may appeal to the dean, the academic area officer, and/or the president of the University. Such appeals must be initiated within 30 calendar days of written notification of intent not to recommend reappointment. If the recommendation of non-reappointment results from a tenure review, as provided for in Article 10a of this Agreement, the faculty member may appeal to the dean and/or the academic area officer, but only the president may reverse the chairperson's recommendation. Upon receipt of an appeal by an individual with at least three full academic years of service, the president of the University shall direct appropriate administrative representatives to investigate the matter, to meet with appropriate representatives of the Association and the individual, and to submit a recommendation to him/her, with copies to the individual and the Association. The president shall notify the individual and the Association of his/her final decision within fourteen (14) days after the receipt of the administrative recommenda-

tion. The president's decision shall be final and binding on the University, the Association, and the individual.

10b.5: Final Notice and Reasons: If all appeals fail, the formal notice of non-reappointment, in writing, must be sent to the faculty member by March 15 of the year in which he/she is terminated. A written statement of reasons for non-reappointment will be forwarded to a faculty member upon written request submitted to the president of the University on or before March 31 of the terminal year providing the faculty member has completed three full academic years as a member of the full-service faculty at the University.

ARTICLE 10c
TERMINATION FOR CAUSE

10c.1: The appointment of a faculty member, tenured or not, may be terminated at any time for just cause. Just cause shall include:

a) Failure to correct serious, substantive, and persistent deficiencies in teaching, scholarship, and University service; or

b) Gross negligence in teaching, scholarship, and University service; or

c) Conviction of a felony, providing legal appeals have been exhausted.

10c.2: If the Administration believes that just cause as specified in 10c.1 above exists, the appropriate administrator shall discuss the matter with the faculty member in personal conference. The faculty member may bring to this meeting a witness of his/her choice and/or the president of the Association or his/her designee. The matter may be settled by mutual consent at this point. If an understanding is not reached at such meeting, the academic area officer shall furnish the faculty member with a written notice of the Administration's intention to terminate his/her contract, with a full statement of the reasons for such termination, with a copy to the Association. The Administration shall not proceed with formal action to terminate the contract until thirty (30) days after receipt of such notice by the faculty member. Within these thirty (30) days, the faculty member may appeal the matter to binding arbitration as provided for in Article 8 (GRIEVANCE PROCEDURE). Failure to grieve will settle the matter and allow for termination.

10c.3: The Administration may suspend a faculty member pending final action to terminate his/her contract if, in the Administration's judgment, the character of the charges warrants such action. A tenured faculty member who is to be terminated shall receive one year's notice of intent from the Administration; however, the Administration may decide whether or not he/she is continued in his/her regular duties during all or any part of that additional year.

10c.4: **Effective Date**: For tenured faculty, the effective date of termination shall be the end of the academic year subsequent to the year of the academic area officer's notice to the individual referred to in 10c.2. For non-tenured faculty, the effective date of termination shall be the end of the academic year of the academic area officer's notice to the individual. However, once appeals as described in this Agreement are exhausted, the Administration may decide whether an individual shall perform his/her regular duties prior to the effective date of the termination.

ARTICLE 10d
RETRENCHMENT OF FACULTY

10d.1: **Procedure**: Each Fall quarter, as soon as 14th day enrollment reports are available, the administration will review overall staffing needs. If it determines that retrenchment is indicated, it shall prepare a preliminary report reflecting its views on the areas or departments where, in its judgment, retrenchment should occur. The Administration shall consult the Association regarding the matter before distribution of the preliminary report. The determination shall include the following considerations:

a) consistently declining student credit hour production;

b) academically sound student/faculty ratios;

c) the state of the development of the department;

d) the balance between academic and non-academic personnel;

e) possibilities of enrollment trend reversals;

f) the necessity of some disciplines and programs to be other than self-supporting;

g) normal attrition; and,

h) other pertinent factors.

This preliminary report shall be submitted to the respective departments for review. If the department staff objects to the preliminary report as it affects the department, such objections and the reasons therefor shall be submitted to a Joint Committee which shall consist of the academic area officer as chairperson, four individuals selected by the Administration and four representatives of the Association. The Joint Committee shall review the objection of each such department and will make its recommendations to the president of the University.

10d.2: **Guidelines**: The guidelines which shall be applied under retrenchment conditions are as follows in 10d.3-10d.10.

10d.3: Full-service faculty already employed by the University, except in special and unusual circumstances, have a priority of employment in their given subject matter area over limited-service faculty. Tenured faculty have a priority over non-tenured faculty.

10d.4: The possibilities of early retirement should be thoroughly explored before consideration is given to other means of personnel reduction. However, no faculty member will have early retirement forced upon him/her because of retrenchment.

10d.5: Any position that is vacant, or that becomes vacant for whatever reasons, is considered closed and may not be filled unless it is rejustified and approved as new.

10d.6: A faculty member who has been retrenched shall be placed on a recall list for three years. He/she shall have access to a list of personnel vacancies as they occur, and he/she shall receive preference to positions for which he/she is qualified over non-campus applicants. Faculty members shall be recalled according to the principle "last laid off, first recalled," providing a faculty

member is qualified to perform the duties of the vacant position.

10d.7: Department chairpersons and deans will make every effort to relocate extra faculty in other academic, administrative, or staff posts needing personnel when the faculty member's qualifications permit. If such shift is to an administrative or staff position, the salary and other considerations of employment shall not exceed that which is shown for the administrative or staff position in the budget. If the appointment is academic, the rank and salary shall be the same as were held by the faculty member being transferred.

10d.8: Transfers between academic departments fall into two distinct categories, ***Permanent Transfers*** and ***Loans***. A permanent transfer is a permanent change of department home and must be acceptable to the receiving department and to the faculty member. The receiving department may object to a transfer only on academically justifiable grounds. The years of service already rendered in the original home department will be counted toward the acquisition of tenure in the receiving department except that the receiving department shall always be granted no less than 2 full years of actual service in that department before tenure may be acquired therein. In a permanent transfer, the former home department relinquishes all obligations to the faculty member at the time of transfer. A loan is a split assignment between two or more departments for temporary service, but with the home department retaining the responsibility for continued employment of the individual since the loan arrangement is temporary. A receiving department which accepts a loaned faculty member has no obligation toward that faculty member beyond the one-year commitment in terms of the period of time it will continue the loan. If the receiving department refuses to renew the loan, the loaned member will be returned to his/her home department for reconsideration of his/her status. The receiving department may object to an initial loan or continuation of a loan only on academically justifiable grounds. The receiving department may change a loan to a permanent transfer at the conclusion of the year if the faculty member and the home department agree, and it has an appropriate position available in which case the receiving department assumes the obligation for the faculty member's future as described above. A home department is obligated to take back a loaned faculty member before hiring a new faculty member or limited-service faculty in the area of his/her competency. Loans and transfers shall be confirmed in writing by the president of the University. A faculty member on partial loan to another department shall remain a member of his or her "home" department for purposes of exercising rights and privileges established under the Agreement. Appendix A (DEFINITIONS) sets forth pertinent definitions. Appendix B (RETRENCHMENT MATRIX) summarizes the application of 10d.7-10d.8.

10d.9: When an academic department is notified that a reduction in the number of full-service faculty members in the department is necessary, and the possibilities of reduction through normal attrition, leaves, loans, transfers and early retirements have been exhausted, the person or persons to be discontinued in the department shall be determined in inverse order of length of qualifying service providing the remaining faculty members have the necessary qualifications to teach the remaining courses or perform the remaining duties. For purposes of retrenchment, department chairpersons shall be considered as faculty. The Joint Committee referred to above shall hear appeals from departments which seek to modify the seniority application.

10d.10: Any full service faculty member who is discontinued for reasons of retrenchment shall be advised in writing by the president of the University of such decision by December 15 of the current contract year for layoff commencing with the next academic year, and further advised by the president that the reason for his/her discontinuation is not due to dissatisfaction with his/her services. Every effort shall be made to assist such displaced faculty members to relocate. Nothing in these guidelines, however, shall prevent discontinuation of any non-tenured faculty members for other reasons.

10d.11: For purposes of retrenchment, seniority includes that portion of a continuous period of service at the University (or its predecessor) as a full-service faculty member or department chairperson. Time spent on military leave, authorized leave without pay, Faculty Improvement Leave, and sabbatical count toward seniority, if the individual returns (or returned) from the leave to the department from which the leave was granted. Time spent on a temporary loan or transfer under the provisions of this article shall count toward seniority in the event the individual subsequently returns to an academic department. Individuals who have resigned (or subsequently resign) from the University and have returned (or subsequently return) to the University shall be credited only with their current period of uninterrupted service. The effective date of initial appointment to the current period of uninterrupted University service shall determine an individual's seniority; for persons whose University service includes service in an administrative position other than the department chairpersonship, the effective date of initial appointment shall be adjusted to delete the period of service in the administrative position other than the department chairpersonship. In cases in which two or more individuals in a department joined the University on the same effective date of initial appointment (actual or adjusted), the date on which the individual signed a letter or contract accepting the appointment to the University shall determine seniority, if this information is available in the personnel file. In cases in which two or more individuals in a department joined the University on the same effective date of appointment (actual or adjusted), and signed a letter or contract accepting the appointment to the University on the same date, seniority shall be determined in alphabetical order of last name, from most to least senior. No later than January, 1983, the Administration will provide each academic department with a departmental seniority list prepared in conformity with the provisions of this article; the Association shall receive copies of departmental seniority lists.

10d.12: If an academic department or program is merged with or transferred to another academic department as a result of reorganization, bargaining unit members who teach the courses in the department or program to be merged or transferred will be transferred to the receiving department with no loss in tenure (or tenure eligibility) or seniority.

ARTICLE 11
FACULTY EVALUATION

11.1: **Purpose**: The purpose of the evaluation procedure described herein is twofold: to help faculty to improve their professional performance and to provide those individuals responsible for making career decisions with information regarding faculty performance.

11.2: **Faculty Development**: To promote the improvement of the quality of

teaching, the Administration in consultation with the Association will provide a minimum of nine workshops on topics related to faculty development during each year of this Agreement.

11.3: Student Evaluation of Teaching: Members of the bargaining unit shall be evaluated by students every fall quarter in all classes they teach, subject to the exclusions specified in 11.4. The format shall be that specified as Appendix D to this Agreement. (If the parties reach agreement on a revised student evaluation instrument in 1982-83, however, the revised instrument shall be used in 1983-84, and thereafter, for the term of this Agreement, and such revised instrument shall supersede the present instrument specified in Appendix D. Also, appropriate changes, if any, shall be made in Article 11.6.) Non-tenured faculty will also be evaluated every winter quarter. Tenured faculty may volunteer for evaluation in winter quarter by notifying the Administration in writing by the preceding December 1; voluntary evaluations of tenured faculty in winter quarter will not be included in the official personnel file unless submitted by the faculty member with a written request for inclusion.

11.4: Exclusions: The following courses shall not be evaluated by students:

a) those in which there are fewer than five (5) students present for instruction at one time;

b) those in which students receive fewer than ten clock hours of classroom or laboratory instruction by the instructor;

c) team-taught courses, and

d) thesis courses.

Further, should a faculty member feel that there are serious and compelling reasons why a specific course in a given quarter should not be evaluated, he/she may submit a written request for exclusion to the department chairperson. If the chairperson approves the request, the faculty member's memorandum, with the chairperson's notation of approval, shall be forwarded to the faculty member's Official Personnel File.

11.5: Procedure: The Administration shall provide appropriate materials (forms, pencils, instructions) and shall make arrangements for the administration of the evaluations. The faculty member shall not comment upon the evaluation or administer it. The evaluation shall be administered by a volunteer student monitor, who shall distribute the evaluation forms, collect them upon the completion of the evaluation, place them in an envelope, and seal it. The sealed envelope shall be given to the faculty member for return to the Administration.

11.6: Report of Results: The Administration shall report the results of quarterly evaluations to the faculty member, the chairperson, and the dean. The report shall include:

a) the number of students that evaluated the instructor in each class.

b) the distribution of the ratings by number and percent on each item of the evaluation for each class section in which the evaluation took place.

c) the class section mean and median for each item in Parts 2 and 3 of the instructor's evaluation.

d) the department mean and median for each item in Parts 2 and 3 of the

evaluation for all sections of a multi section course.

e) the faculty member's mean and median for each item in Parts 2 and 3 of the evaluation for those sections at the same course level (500, 600, 700, etc.).

f) the department mean and median for each item in Parts 2 and 3 of the evaluation for those sections at the same course level (500, 600, 700, etc.).

g) the University mean and median for each item in Parts 2 and 3 of the evaluation for all instructors at the same course level (500, 600, 700, etc.).

A report of items e, f and g (above) shall be placed in the Official Personnel File. Responses A-B-C-D-E to the items in Parts 2 and 3 in Appendix D shall be weighted 5-4-3-2-1 respectively for the purpose of determining means and medians. Students shall have the opportunity to inspect copies of the summary report of student evaluations in the offices of academic deans; photocopies or transcriptions of the summary reports shall not be permitted as part of this access.

11.7: Chairperson's Evaluation: The chairperson shall conduct the departmental evaluation of faculty, using the format in Appendix E. Non-tenured faculty shall be evaluated every year; tenured faculty shall be evaluated every other year except tenured full professors who shall be evaluated every four years. Effective Spring, 1983, departmental evaluations shall occur during May and June of each year; however, in the Fall of 1982, the previous schedule shall be observed, and faculty scheduled for evaluation shall complete page 1 of Appendix E and submit it to the department chairperson no later than October 1, 1982. Effective Spring, 1983, all faculty scheduled for evaluation shall complete page 1 of Appendix E and submit it to the department chairperson no later than May 15. Evaluations completed during the phase-in in the Fall of 1982 shall cover the period since the last regular evaluation; evaluations completed during the Spring of 1983 and thereafter shall cover the academic year in which the evaluation occurs for non-tenured faculty and the period since the last departmental evaluation for tenured faculty. Tenured faculty whose last names begin with the initials A-M shall be evaluated in the Spring of 1983 and subsequent odd-numbered years; tenured faculty whose last names begin with the initials N-Z shall be evaluated in the Spring of 1984 and subsequent even numbered years. A scheduled evaluation may occur one year earlier or one year later when a faculty member is on leave for one complete academic year or longer. The faculty member shall have the right to prepare the report of his/her activities, to be consulted by the chairperson before the chairperson completes pp. 2-3 of Appendix E, to comment verbally and/or in writing upon the chairperson's evaluation; and to receive a copy of the evaluation. The chairperson shall review the faculty member's Official Personnel File prior to performing the evaluation.

11.8: Exclusivity of Evaluations: For the duration of this Agreement, the system of faculty evaluations described in this Article shall be the only faculty evaluations of any kind employed at YSU, except for the evaluative judgments required by the provisions of this Agreement and the review of a candidate for graduate faculty status.

ARTICLE 12
PROMOTION IN FACULTY RANK

12.1: Number of Promotions. The Administration shall budget funds to cover the cost of promotions in rank specified below, for each year of this Agreement.

a) a number equal to 10% of the members of the bargaining unit at the ranks of instructor, assistant professor, and associate professor, or 36, whichever is greater, and

b) a number equal to 10% of those academic administrators holding earned rank of instructor, assistant professor, and associate professor, or 4, whichever is greater.

The promotions opportunities in a) above shall be prorated among the six schools and colleges (excluding the Graduate School) on the basis of the number of bargaining unit members in each school or college at the ranks of instructor, assistant professor, and associate professor. The number of promotions opportunities allotted by proration to each school or college shall be determined annually by the Administration and the Association and announced to the faculty by October 15.

12.2: Eligibility for Promotion: The evaluation of applicants for promotion shall be based upon a) the quality of performance in teaching, scholarship, and University service; and, b) the length of service in rank.

12.3: Quality: The determination of the quality of an individual's performance in teaching, scholarship, and University service shall be based primarily upon the contents of the Official Personnel File. It is the responsibility of each individual to inspect his/her file periodically to assure that it includes all pertinent information which he/she wishes used as evidence of performance in these three areas. All persons who review candidates for promotion shall review the applicant's Official Personnel File before making a decision or recommendation. Faculty members with consistently satisfactory performance in teaching, scholarship, and University service since the last promotion or appointment are entitled to consideration for promotion at the completion of the years of service stated below. Faculty members with consistently outstanding performance in teaching, scholarship, and University service since the last promotion or appointment are entitled to consideration for promotion prior to the completion of the years of service stated below. The burden of demonstrating the outstanding nature of the performance shall rest with the applicant.

12.4: Degrees and Length of Service:[1] For promotion to the rank of assistant professor, an individual shall have:

a) an earned doctorate from an accredited institution of higher education in a relevant academic field, or

b) a master's degree, or its equivalent, from an accredited institution of higher education in a relevant academic field, plus a minimum of five (5) years of service at YSU at the rank of instructor.

For promotion to the rank of associate professor, an individual shall have:

c) an earned doctorate from an accredited institution of higher education

[1] The Juris Doctor is not considered an "earned doctorate" for any faculty member appointed on or after June 15, 1982.

in a relevant academic field, plus a minimum of four (4) years of service at YSU at the rank of assistant professor, or

d) a master's degree, or its equivalent, from an accredited institution of higher education in a relevant academic field, plus a minimum of six (6) years of service at YSU at the rank of assistant professor.

For promotion to the rank of professor, an individual shall have

e) an earned doctorate from an accredited institution of higher education in a relevant academic field, plus a minimum of six (6) years of service at the rank of associate professor, or

f) a master's degree, or its equivalent, from an accredited institution of higher education in a relevant academic field, plus a minimum of eight (8) years of service at YSU at the rank of associate professor.

12.5: If a faculty member at the rank of assistant professor acquires an earned doctorate, each year of his/her service in that rank prior to the acquisition of the degree will count as two-thirds (2/3) of one year toward the four (4) years required. If a faculty member at the rank of associate professor acquires an earned doctorate, each year of his/her service in that rank prior to the acquisition of the degree will count as three-fourths (3/4) of one year toward the six (6) years required. The year in which the application for promotion is filed shall not be counted as a year of service in rank for purposes of consideration for promotion. An individual shall not receive credit for any year in which he or she was absent on sick leave or leave without pay for one quarter or longer. Time spent on leave with pay, including Faculty Improvement Leave, but excluding sick leave, as described above, shall be counted.

12.6: **Application for Promotion**: An applicant for promotion shall submit a properly documented application form to the office of the vice president—personnel services by November 1.* The vice president—personnel services or his/her designee will time-stamp each application form received and issue a receipt for the application; applications received by the vice president—personnel services after 5:00 p.m. on November 1* will be returned to the applicant and will not be considered. The vice president—personnel services will promptly review the information related to minimum eligibility for promotion specified in Article 12.4 and will certify the accuracy of this information or correct it in conformity with the contents of the Official Personnel File, initialling any corrections made. The application form will then be forwarded to the appropriate department chairperson.

Once an application for promotion has been submitted, no addenda to the application will be received. However, faculty retain the right to submit additional material to the Official Personnel File, as provided for in Article 14.

12.7: **Department Promotion Committee**: The full-service faculty members of each academic department shall decide by majority vote whether to establish a department promotion committee (DPC) in any single year. If the decision is affirmative, the department members shall elect a DPC no later than November 1. Chairpersons and current applicants for promotion may not serve on the DPC, and at least two ranks in the department, if available, must be represented. The DPC shall elect its own chairperson, shall review applications for promotion by

*If November 1 falls on a Saturday or Sunday, then the first working day following November 1 shall replace it as the applicable date.

department members, and develop recommendations on those applications for transmission to the department chairperson. Each applicant for promotion shall have the right to appear before the committee to speak on his/her own behalf. The DPC shall transmit all applications for promotion with its recommendations to the department chairperson by December 1, ranking those whom it recommends for promotion. The DPC shall inform all department members of its positive recommendations. The chairperson shall forward all applications, with his/her recommendations and the recommendations of the DPC, to the School/College Promotion Committee (CPC) no later than December 15.

The chairperson shall perform the function of the DPC described above in the absence of a DPC. The chairperson shall inform all department members of his/her positive recommendations.

12.8: School/College Promotion Committee: There shall be a school/college promotion committee (hereafter CPC) in each undergraduate school or college. The CPC shall be chaired by the dean of the school or college, who shall be a voting member, and shall include four (4) members of the bargaining unit in each school or college except the College of Arts and Sciences, in which the CPC shall include six (6) members of the bargaining unit. Faculty membership of each CPC shall consist of faculty who have served a minimum of two (2) complete years at their current rank. In the College of Fine and Performing Arts, at least one CPC member shall be chosen from each department. In the other five CPCs, no more than one (1) CPC member shall be chosen from any one department. In the College of Arts and Sciences, the CPC shall include two (2) members of the bargaining unit from the Humanities, two (2) from the Social Sciences, and two (2) from the Natural Sciences. Applicants for promotion shall be ineligible to serve on the CPC. CPC members may serve no more than two (2) consecutive 1-year terms. By March 1, the CPC shall forward to the academic area officer a list of those whom it recommends for promotion together with the application forms of all who have applied. The CPC shall not recommend for promotion a number of applicants in excess of the school/college allotment determined earlier by proration as provided in 12.1a. Academic administrators shall not be counted toward the school/college allotment. The CPC shall notify all applicants of its recommendations.

The purpose of the CPC shall be to review applications for promotion in faculty rank, and to develop recommendations on such applications for submission to the academic area officer. An applicant for promotion shall have the right to appear before the CPC to speak on his or her behalf. The CPC may seek the recommendations of other faculty as it deems appropriate.

12.9: Election and Timelines of CPC: The Association shall conduct the election of the CPCs. The vice president—personnel services shall provide the Association with a list of promotions applicants no later than November 5. The Association shall certify in writing to the Administration that the CPCs have been duly elected by secret ballot in accordance with the provisions of the Agreement no later than December 15, and will simultaneously identify the persons elected to each CPC. The dean of the school or college will, upon receipt of a copy of the Association certification of election of a duly constituted CPC, convene the CPC.

12.10: Academic Area Officer Action and Appeal: The academic area officer shall review the recommendations of the CPCs. If the academic area officer intends to add names to or delete names from the lists of those recommended

for promotion by the CPCs, he/she shall meet with the president of the Association and with any individual whose name is to be deleted from the list to explain the reasons for the decision and to deliver a written statement of the reasons for denying the promotion. By April 1 the academic area officer shall notify in writing those whom he/she has recommended to the president of the University for promotion. Promotions will be effective the following academic year. An individual who has been denied a promotion after being recommended by a CPC may file a written appeal with the president of the University no later than fifteen (15) days after the meeting with the academic area officer referred to above. The president shall then proceed to appoint an appeals panel within fifteen (15) calendar days from the receipt of the appeal. The appellant shall have the right to appear before the panel, the appellant and the Association shall have access to documents reviewed by the panel. The appeals panel shall consist of two (2) members designated by the president of the University, two (2) by the president of the Association, and one (1) additional member chosen by the four to serve as chairperson. Persons from the appellant's department and others who have participated in the review of the application for promotion prior to the appeal shall be ineligible to serve on the panel. The panel shall impartially examine the merits of the individual's application for promotion. The panel shall also consider the reasons for the denial of the promotion by the academic area officer. The appeals panel shall submit its recommendation to the president of the University, the president of the Association, and the appellant within thirty (30) days from the date that the fifth member of the panel is selected. Should the appeals panel fail to submit a recommendation within the prescribed deadline, the academic area officer's decision shall stand. The president shall rule upon the recommendation within fifteen (15) days after receiving it. The president shall inform the appellant, the appeals panel, and the Association of his or her ruling. The decision of the president of the University shall be final and binding on all parties. However, a bargaining unit member who believes that the procedures described in this Article have not been followed may file a grievance under the provisions of Article 8 (GRIEVANCE PROCEDURE).

12.11: Record of Proceedings. In order to comply with federal and State statutes, Executive Orders, and other civil rights laws and regulations, the department promotion committees and the school/college promotion committees shall keep records of their proceedings.

12.12: Disposition of Promotion Application Documents: The Promotion Application Form, and appended materials, shall be deposited in the applicant's Official Personnel File at the conclusion of the promotion process. These documents will be removed from the file and turned over to the faculty member upon his/her request. At the conclusion of their deliberations, each DPC and CPC shall provide the Administration with the following materials: minutes of meetings, descriptions of criteria and procedures used in reviewing applicants, and conclusions reached. These materials shall be maintained by the Administration for two (2) years. Materials generated by a DPC shall be available for review by members of the department faculty and the Association; materials generated by CPCs shall be available for review by members of the school/college faculty and the Association.

ARTICLE 13
WORKLOAD

13.1: General Responsibilities. Upon accepting an appointment to the faculty of Youngstown State University, a faculty member assumes responsibilities in three general areas: teaching, scholarship, and University service. A representative list of duties within these areas is found in Appendix G. Basically, members of the faculty are expected to teach their classes competently, keep abreast of developments in their fields of specialization, and participate conscientiously on committees.

13.2: Types of Instruction: There are several basic types of instruction. ***Lecture Courses*** include conventional lecture courses, discussion courses, workshops, and seminars. These courses require no special physical plant facilities, but may be offered in any general classroom; the student in such a course receives one hour of academic credit for each hour spent in the classroom. A ***Laboratory Course*** is institutionally scheduled course work which requires applied study in a place on campus especially equipped for that purpose; the student is traditionally required to devote a greater number of weekly contact hours in a laboratory than the number of credit hours received for successful completion of the course. Laboratory instruction shall include clinical classes in hospitals, activity courses in Health and Physical Education (H & PE), applied art and music courses, and the drawing sequence in Mechanical Engineering. A ***Conference Course*** is a course offered in lieu of a course which normally enrolls fifteen (15) or more students, but because of extenuating circumstances must be offered for one (1) or more students on a conference basis. ***Field-Based Courses*** are experiences in which students go off campus for supervised practical experience related to an academic discipline. ***Individual Study Courses*** require the student, under faculty supervision, to conduct individualized research or pursue an individual project. ***Thesis Courses*** require the student to engage in individual research culminating in the writing of a thesis required for the completion of a degree. The course description in the University *Catalog* shall be used to determine the type of instruction involved in any particular course.

13.3: Definition: One ***Workload Hour*** (WH) equals one contact hour (50 minutes) of lecture instruction or 1.5 contact hours (75-85 minutes) of institutionally scheduled laboratory instruction each week over an eleven-week quarter, or its equivalent, in a course listed in the University *Catalog* or inventory of course offerings. This definition is subject to the exceptions, modifications, and non-lecture equivalencies specified in this Article.

13.4: A faculty member shall not, without his or her consent, be assigned more than 38 WH during the three quarters of any academic year, or more than 16 WH during any quarter. However, faculty members who teach more than 16 WH in an academic quarter or more than 37 WH in an academic year shall receive overload compensation as provided for in Article 4.11. For purposes of computation, assignments under Article 13.6 shall be counted as assigned WH's. A faculty member shall be free to accept or reject without prejudice any overload assignment over 16 WH per quarter or over 38 WH per academic year. A faculty member also qualifies for overload payment when he or she substitutes for an ill colleague upon the written direction of the department chairperson. For such service, the substituting faculty member shall be paid a sum to be prorated in

accordance with Article 4.11, whether or not the additional load raises the faculty member above the 37 WH or 16 WH limits. For purposes of computation, one full week of classes equals 1/11 quarter. However, the chairperson may assign a faculty member to serve as a substitute for up to three (3) contact hours per academic year without overload payment. A faculty member may not be required to substitute in a course which he/she has not taught during the past two years. A faculty member may not be assigned more than 800 Student Credit Hours (SCH) in any given quarter unless he or she teaches no more than two courses. The full-service faculty in a given department shall not average more than 450 SCH per full-time equivalent bargaining unit member per quarter, unless a majority of the full-service faculty in the department vote to waive the restriction.

13.5: A faculty member shall receive workload credit only once for a given hour of the week, even though students from more than one course may be present in one assigned area at one scheduled time for satisfaction of requirements in different courses taught by the same faculty member.

13.6: **Non-Teaching Equivalencies**: Faculty members who serve in non-teaching capacities shall receive a workload reduction of up to eight (8) WH per quarter. This shall include, but not be limited to, directors of department or school/college graduate programs, the faculty members advising the *Jambar* and the *Neon*, directors of co-curricular activities in the Department of Speech Communication and Theatre, the Coordinator of Basic Composition in the English Department, the Coordinator of Astronomy, the Director of Oral History, the Assistant Director of Student Teaching in the School of Education, the Coordinators of activities or programs in the Dana School of Music, and the Coordinators of Electrical Engineering Technology, Mechanical Engineering Technology, Civil Engineering Technology, and Computer Technology. The specific reduction in each case shall be mutually agreed to by the faculty member and the Administration. A faculty member shall be free to accept or reject such an assignment without prejudice. The faculty member may bring an Association representative to discussions of the Workload Reduction with the Administration. The provisions of Article 13.6 shall not apply to routine committee assignments, student advisement, program development, and other activities which are general duties for all faculty.

13.7: **Conference Courses**: Faculty members are free to accept or reject conference course requests except in the case where only one faculty member is qualified to teach the conference course which must be taught. Conference courses shall carry a minimum of one-half (.5) WH but not more than two (2) WH in the teaching load; the specific amount shall be determined by the department chairperson in consultation with the faculty member. This policy shall apply both during the academic year and the summer.

13.8: **Team Teaching**: A minimum of six (6) students per professor must register for any interdisciplinary courses taught by two (2) or more professors. If the registration ranges from 6 to 9 students per professor, each faculty member shall be allotted one (1) WH for two (2) contact hours. If the registration ranges from ten (10) to fourteen (14) students per professor, the faculty member shall be allotted two (2) WH for three (3) contact hours. If the registration exceeds fourteen (14) students per professor, the faculty member shall be allotted one (1) WH for one (1) contact hour. Exceptions to these minimum enrollment guidelines may be granted by the dean(s).

13.9: **Thesis**: A faculty member who is assigned in writing the major responsibility for direction of a graduate thesis shall receive 1.5 WH credit for each thesis upon completion. A faculty member who is assigned in writing the major responsibility for direction of an undergraduate thesis in the School of Engineering shall receive ½ (.5) WH credit for each thesis upon completion. Credit recognition may be given, at the discretion of the Administration, either prior to or subsequent to completion. In the event a faculty member has a significant number of assigned theses which are not completed, the chairperson will take this into account in determining the faculty member's workload assignment.

13.10: **Variable Credit Courses**: These are of two types. A course which varies in credit from quarter to quarter, but is available to students in a given quarter for only one number of credit hours shall carry that number of WH credit toward workload. A course which is available to students in a given quarter for a variable number of credit hours (e.g., 3-5) shall carry the number of WH equal to the average number of credit hours taken by the students, as reflected in the 14-day roster.

13.11: **Individual Study**: In courses consisting of supervised individual research or individual projects as described in the University *Catalog*, the instructor shall receive one (1) WH for each 15 SCH (e.g., three students enrolled for five hours each), as reflected by the 14-day roster. The SCH referred to in this paragraph shall be cumulative through the academic year.

13.12: **Field-Based Experiences**: In courses consisting of off-campus internships, practica, or other supervised field-based experiences as described in the University *Catalog*, the instructor shall receive ½ (.5) WH for each 15 SCH (e.g., three students enrolled for five hours each), as reflected by the 14-day roster. The SCH referred to in this paragraph shall be cumulative through the academic year.

13.13: **College of Applied Science and Technology**: Faculty teaching a laboratory shall receive one (1) WH credit toward their annual workload for each 1.5 contact hours with students in a laboratory setting. Allied Health and Nursing faculty teaching clinical classes in hospitals off-campus shall receive one (1) WH toward their annual workload for each 1.5 contact hours. Allied Health faculty teaching or supervising externships, internships, and/or clinical experiences in hospitals shall receive one-half (.5) WH for each 7.5 SCH generated.

13.14: **College of Arts and Sciences**: Faculty teaching a laboratory shall receive one (1) WH credit toward their annual workload for each 1.5 contact hours with students in a laboratory setting. Faculty teaching activities courses in H & PE shall receive one (1) WH credit toward their annual workload for each 1.5 contact hours with students in class.

13.15: **School of Education**: For graduate-level field experiences in an off-campus setting, prescribed by a University *Catalog* course description and confirmed by the University schedule of classes, each 12 SCH (e.g., 4 students enrolled for 3 q.h. each) shall count as one (1) WH toward the faculty member's workload. For undergraduate student teaching, each 15 SCH (e.g., 1 student enrolled for 15 q.h.) shall count as ½ (.5) WH toward the faculty member's annual workload.

13.16: **School of Engineering**: Faculty teaching a laboratory shall receive

one (1) WH credit toward their annual workload for each 1.5 contact hours with students in a laboratory setting. Faculty assigned to Engineering 581 shall receive 1.10 (1) WH for each lecture, and the designated coordinator shall receive two (2) WH for the quarter. Faculty assigned to the drawing sequence in Mechanical Engineering shall receive one (1) WH for each 1.5 contact hours.

13.17: **College of Fine and Performing Arts**. Faculty assigned to large ensembles (Orchestra, Wind Ensemble, Band, Concert Choir, University Chorus) shall receive one (1) WH for each one (1) contact hour. Faculty assigned to applied classes or small ensembles shall receive one (1) WH for each 1.5 contact hours. faculty teaching individual instruction (presupposes one hour weekly seminar in performance and composition courses) shall receive one (1) WH for each 1.5 contact hours, and faculty teaching studio art classes in the Art Department shall receive one (1) WH for each 1.5 contact hours.

13.18: **Office Hours**. Faculty members shall maintain five or more office hours weekly during each quarter at times convenient to both the faculty member and to his/her students. Office hours shall be distributed over a minimum of three days each week, unless alternative arrangements have been made subject to the approval of the department chairperson. During these times, a faculty member shall be available to meet with students in connection with courses, academic advisement, and registration.

13.19: **Registration**. Faculty members shall be available for registration duty as assigned by the department chairperson. Through arrangement between faculty members, and provided the department chairperson is notified, one faculty member may assume the registration and advisement duty of another faculty member. Faculty shall be available for registration and advisement duty during summer periods when they are under contract to teach.

13.20: Academic administrators who wish to teach may do so in coordination with, and upon approval of, the department involved, but in no case if it jeopardizes the employment of a currently available full-service faculty member. Graduate assistants may be assigned to teach lower division classes provided that they do not jeopardize the employment of currently available full-service faculty members.

13.21: **Grants and Research**. Faculty members who receive grants for research and other activities which subsidize a portion of the faculty member's salary shall receive a reduction in workload providing such specific arrangements were approved by the academic area officer prior to the submission of the grant proposal. The authorship of a textbook shall not be deemed to be an activity ineligible ***per se*** for grant assistance from the University Research Council.

Each year up to twelve (12) faculty members whose unsubsidized research is deemed meritorious of support shall be designated "Research Professors". A faculty member will not be designated a Research Professor for more than two consecutive years. A Research Professor shall teach no more than twenty-four (24) WH during the three quarters of the academic year. Applicants shall be screened by a 5-member committee composed of two (2) senior members of the graduate faculty appointed by the Administration, two (2) senior members of the graduate faculty appointed by the president of the Association, and the dean of Graduate Studies who shall chair the committee. The dean of Graduate Studies shall announce the names of those faculty designated Research Professors, and

his/her decision shall be final and binding.

13.22: In accordance with O.R.C. 3345.14, commercial profits which result from research done, or marketable computer programs developed, at YSU shall be shared equally by YSU and the faculty member who conducts the research, unless the research is subsidized by an external agency which stipulates contrary terms as a condition of the support. This shall not apply to royalties, which shall go exclusively to the author.

13.23: A faculty member who teaches a class which ends after 7:30 p.m. shall not be scheduled for a class the following morning prior to 10:00 a.m. Classes in session after 7:30 p.m. shall not be assigned to a faculty member more than three evenings per week. No full-service faculty member shall be assigned to teach on more than five (5) days per week. Exceptions to this policy shall be permitted upon mutual agreement of the chairperson and the faculty member.

13.24: The department chairperson shall consult with the faculty member relative to the faculty member's assignment. "Consultation" means that the chairperson will inform the faculty member of his or her assignment and allow the faculty member the opportunity to discuss the schedule prior to the submission of the schedule to the dean; assignments are subject to change subsequent to submission to the dean. Departmental faculty may vote to establish a department scheduling committee which shall develop recommendations to the department chairperson on teaching schedules.

13.25: **Media-Based and Computer-Based Courses**: For the purposes of this Article, media-based courses are defined as courses in which the student receives most instruction and information by radio, television, film, or a similar medium, without an instructor having been assigned to teach the course for workload credit under the provisions of this Article; for the purposes of this Article, computer-based courses are defined as courses in which the student receives most instruction and information through a computer terminal or other means of access to a computer, without an instructor having been assigned to teach the course for workload credit under the provisions of this Article. Up to three (3) computer-based and/or media-based courses may be developed and/or taught on an experimental basis during each academic year of this Agreement, providing the faculty member who teaches each course receives regular workload credit for it the first time it is offered, and providing further that the Administration and the Association reach agreement on workload credit for the course prior to it being offered a second time. The parties agree to discuss the matter of media-based and computer-based courses during negotiations for a successor Agreement. With the exception of the courses provided for above, there shall be no media-based or computer-based courses offered at the University for academic credit during the term of this Agreement.

13.26: The Administration shall, to the extent possible, avoid the scheduling of classes between the hours of 4:00 p.m. and 5:00 p.m. Monday through Friday so that this time will be available for various committee meetings. Committee meetings should not be scheduled, however, during the 4:00-5:00 p.m. hour on the second Wednesday of each month so that the Association may schedule meetings.

13.27: **Academic Calendar**: The Administration shall develop the academic calendar in consultation with the Association. In this calendar, the academic

year shall extend for 39 weeks from the beginning of the Fall Quarter (on or about September 15) through the end of the following Spring Quarter (on or about June 15); the academic week shall extend from Monday through Friday even though some classes may be scheduled on Saturday, and the academic day shall extend from 7:00 a.m. to 10:30 p.m. Holidays shall be observed in accordance with the provisions of Section 124.19 of the O.R.C. The following days shall be observed as holidays and no classes will be scheduled: Veterans' Day, Thanksgiving, the Friday after Thanksgiving, Christmas, New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, and Labor Day. When a holiday falls on a Saturday or a Sunday, either the preceding Friday or the following Monday shall be observed as a holiday, and no classes shall be scheduled.

13.28: A faculty member is expected to serve on committees, but a faculty member shall not be required to serve on more than four committees concurrently. Committees refers to the Department Promotion Committee, a department curriculum committee, and to regular or ***ad hoc*** committees of the school/college, University, Academic Senate, and the standing committees of the Association. Membership in the Academic Senate constitutes a committee assignment. The Association Executive Committee shall count as the equivalent of two committees.

13.29: The president of the Association, the chairperson of the Association Negotiating Team, and the chairperson of the Association Grievance Committee will not be expected to serve on any other committees or to be available for registration and advisement duty independently of regular office hours.

13.30: Full-service faculty members shall attend University, college/school, and department faculty meetings, and, as scheduled by the Ceremonials Committee, commencement exercises. Each college/school dean, in consultation with the academic departments, shall develop a plan whereby one-third (1/3) of the department members are present for each commencement exercise.

13.31: A faculty member may select the textbook(s) to be used in his/her courses unless the faculty member teaches a multi-section or sequential course, in which case the department faculty shall provide for textbook selection.

13.32: The Administration agrees to pay both the reasonable page costs for publication of a bargaining unit member's scholarly research in a professional journal or periodical, and the cost of 100 reprints of such published material, providing the publication carries the University's identification. Approval shall be secured in writing by the individual from the dean of Graduate Studies prior to placing an order for the reprints or making a financial commitment to page costs.

13.33: Members of the faculty shall provide a course outline for students in each course taught. The course outline shall include a clear explanation of the faculty member's policies on grading and class attendance for the course, and shall be distributed to students within seven (7) days after the beginning of the quarter. A faculty member shall explain a grade to a student who requests such explanation during the regular office hours. The faculty member shall return to the students at least one (1) grade report on a class assignment (test, examination, essay, etc.) before the end of the sixth week of the quarter. Faculty members shall retain student materials which have not been returned to the

students for one (1) quarter following the completion of the quarter in which the work was assigned.

13.34: Members of the bargaining unit may accept consulting and other professional positions outside the University as long as such employment does not interfere with the individual's University duties. The extent of consulting activity shall be made known to the Administration as required by state law. These rights exist at all times, including periods of leave.

13.35: Faculty members who are absent from teaching duties without approval of their department chairperson or dean shall forfeit one day's pay for each full or partial day of absence. Faculty members are required to fulfill other duties and responsibilities as set forth in this Agreement. If the chairperson believes that a faculty member has not fulfilled his/her other duties and responsibilities, the chairperson shall bring the matter to the attention of the faculty member. The faculty member shall be subject to forfeiture of one day's pay for each full or partial day of noncompliance from the time of the chairperson's notification.

13.36: Bargaining unit members are expected to be available for service at the beginning of the contract period. If the bargaining unit member reports after the date he/she is scheduled to perform duties, his/her salary shall be reduced by an amount equal to the individual's pay for the days of absence. The penalty shall not apply if the absence has been authorized in advance by the department chairperson.

13.37: The parties agree that the individual faculty member retains the authority to make the final determination of the grade to be awarded to each student in his or her courses. No individual or committee shall be authorized to change a grade, except upon the recommendation of the faculty member who awarded the grade. The parties agree that the Academic Senate may during the term of this Agreement adopt a policy which provides for a system of changes in grades awarded; however, if such a policy is adopted, the full-service faculty will retain the right to challenge the adoption of the policy and may under the charter of the Senate have the policy referred to the faculty as a whole for a vote. The provisions of Article 13.37 shall not apply in situations in which the faculty member is no longer in the employment of the University and cannot be contacted by the Administration.

ARTICLE 14
PERSONNEL FILES

14.1: **General**: The Administration shall maintain an Official Personnel File in the office of the vice president—personnel services for each full-service faculty member. The Official Personnel File shall be the sole official repository of records to be utilized in the administration of the personnel evaluation provisions of this Agreement.

14.2: **Contents**: From the time of appointment to the full-service faculty, an individual's file will contain the following:

a) information on the individual's prior employment, education, and training;

b) official transcripts of all college work;

c) copies of the individual's contracts with the University;

d) reports of student and chairperson evaluations as specified in Article 11 (FACULTY EVALUATION);

e) information on the individual's professional activities and accomplishments;

f) any statement that the faculty member wishes to insert in response to or in elaboration of any other item in the file;

g) documents relating to promotion in rank as provided in Article 12 (PROMOTION IN FACULTY RANK);

h) documents deemed appropriate for insertion by the Administration, providing such documents are compiled and maintained in a fashion compatible with law; and

i) information involving seniority.

14.3: Date and Signature: Documents which are placed in a faculty member's file will be dated and signed by the vice president—personnel services or his/her designee at the time of their insertion in the file. Anonymous statements shall not be placed in the file. If a specific document does not originate from the individual, or does not include by its definition a copy for the individual, the Administration shall send a copy of the document to the individual at the time of its insertion in the file.

14.4: Inspection and Duplication: The faculty member has the right and responsibility to inspect his/her file at reasonable times. Upon written authorization by the faculty member, the individual's designated representative and/or the Association shall have access to inspect and duplicate the contents of the file at reasonable times. The Administration will provide forms for this purpose, although access will not normally be denied solely because the authorization is not written on the designated form. The Administration shall not levy a charge for the inspection of files, but it may levy a reasonable charge for the duplication of the contents of a file.

14.5: Access: Appropriate academic administrators shall have routine access to personnel files. Individual faculty members shall have routine access at reasonable times to their files. The Association shall have routine access to files as specified in Article 14.4. Faculty members engaged in activities mandated by this Agreement shall have routine access to appropriate personnel files; faculty involved in the screening of candidates for awards or special recognition, such as the Distinguished Professor Award, shall also have routine access to personnel files as needed to fulfill those duties. If unofficial or working files are maintained for individual faculty in the office of the chairperson or the dean, the faculty member shall have access at reasonable times to his or her unofficial file.

14.6: Removal of Items: The Administration shall, upon written request by a faculty member, remove the following documents from a file and return them to the faculty member:

a) records of grievances filed by the individual, providing three (3) years have elapsed since the filing thereof;

b) records of student grievances filed against the faculty member, provid-

ing three (3) years have elapsed since the filing thereof.

c) student evaluations provided for in Article 11 (FACULTY EVALUATION), provided at least three (3) complete academic years have elapsed since the insertion of such documents in the file;

d) chairperson's evaluation, as provided for in Article 11, completed prior to the most recent two (2) for tenured faculty and the most recent four (4) for non-tenured faculty, and

e) information not specified in 14.2 above.

ARTICLE 15
ACADEMIC FREEDOM

The parties reaffirm adherence to the principle of academic freedom in faculty instruction and research as a right that can be neither denied nor abridged. The faculty member shall have the freedom to pursue knowledge and to report the truth as he/she sees it, in the classroom, publications, reports of research activities, and all professional and academic forums. In exercising academic freedom, the faculty member should recognize his/her correlative responsibilities. In classroom teaching, the faculty member should not emphasize matters unrelated to his/her discipline. In making public statements, the faculty member should exercise discretion, attempt to be accurate, and shall not speak for the University unless officially designated as a spokesperson by the president of the University.

ARTICLE 16
RETIREMENT

16.1: Retirement Age: The retirement age for members of the bargaining unit shall be 70 years. If an individual becomes 70 during an academic year, he or she shall have the right to complete the academic year. If an individual becomes 70 after the end of the academic year but before the end of the summer term, he or she may continue to teach through the end of that summer.

16.2: Sick Leave Conversion: All members of the bargaining unit who at the time of retirement have completed ten (10) or more years of active service with the University or a combination of ten (10) or more years of active service with the University together with other State of Ohio units as specified by law, shall receive payment based on the member's rate of pay at retirement for one-fourth of the individual's accrued but unused sick leave at retirement up to a maximum accrual of two hundred days (1/4 of 200 days = 50 days). Payment shall be based on a daily rate of 1/195 of the individual's last 9-month salary for each day. Upon accepting such payment, all sick leave credit accrued up to that time shall be eliminated. Such payment shall be made only once to an individual. An individual who returns to University service or any other State service after retiring may accrue and use sick leave as before, but may not convert the unused sick leave at the time of second retirement. Sick leave conversion does not apply to any termination or separation other than retirement. A member of the bargaining unit who applies for Sick Leave conversion shall submit an official confirmation from STRS of his or her impending retirement.

16.3: Continued Benefits: For a minimum period of three (3) years after retire

ment a former faculty member shall be entitled to the use of an office and research facilities, including laboratories, providing he or she uses it regularly and there is sufficient space available. A former faculty member shall also be entitled for an unlimited period of time on the same basis as full-service faculty to use of the library, to tickets for all University functions, to use of Beeghly Center and other recreational facilities, to use of faculty parking facilities, and to remission of all instructional fees. Retirees shall also be eligible to purchase life insurance in the amount of 1.25 times the final 9-month salary, as provided for in Article 5 (INSURANCE BENEFITS).

16.4: Limited-Service Teaching: The Administration shall provide retired faculty members of the bargaining unit the opportunity to teach up to twelve (12) WH each academic year until the retiree reaches age 70, providing that the retiree's former department offers instruction to be taught by limited-service faculty during the quarter(s) the retiree wishes to teach; providing the retiree's health permits him/her to carry out such an assignment; and providing that, no later than four (4) weeks before the beginning of any quarter during which the retiree wishes to teach, the department chairperson has received written notification of the retiree's desire to teach. The retired faculty member who teaches shall be paid at the limited-service rates currently in effect. The opportunity to teach under Article 16.4 shall not be available to retired members of the bargaining unit in Extended Teaching Service (ETS) under the provisions of Article 16.5-16.10 of this Agreement.

16.5: Extended Teaching Service (Definition): A member of the bargaining unit who has completed a minimum of ten (10) complete academic years of full-time service at the University, who is eligible for retirement under the provisions of the Ohio State Teachers Retirement System (STRS), who has not reached the mandatory retirement age established by this Agreement, and who retires under STRS may, after the legally mandated number of days have elapsed, be placed on Extended Teaching Service (ETS). Individuals on ETS shall not retain tenure and shall not be members of the bargaining unit specified in Article 2 of this Agreement.

16.6: ETS: Duties and Pay: An individual on ETS shall receive a teaching assignment of no less than 10 WH and no more than 13 WH during one quarter of each academic year during which he or she is on ETS status. Non-teaching duties may be assigned in lieu of part or all of the teaching assignment upon the mutual agreement of the individual and the Administration. Individuals on ETS shall receive teaching opportunities over limited-service faculty in a particular department. In case of retrenchment, individuals on ETS shall be retrenched after limited-service faculty and before full-service faculty in a given academic department. The department chairperson shall consult with the individual on ETS prior to finalizing the teaching schedule and related matters. An individual on ETS shall post and observe office hours for students. ETS faculty shall be paid an amount equal to the number of WH's taught times 1/40 of the 9-month salary that the individual would have received had he or she remained in the bargaining unit and not assumed ETS. Payment shall be monthly in appropriate increments.

16.7: ETS: Duration: Assignment to ETS shall be available to the eligible faculty member for a period of up to four years, or until the year the individual reaches mandatory retirement age, whichever occurs first.

16.8: ETS: Sick Leave and Insurance: An individual who chooses ETS status shall be paid for accrued but unused Sick Leave as provided for in Article 16.2. during service on ETS status, the individual shall accrue Sick Leave at the regular rate (1-1/4 days monthly) but may not convert accrued but unused Sick Leave a second time. An individual on ETS shall be covered by the insurance program provided by STRS. In addition, if the individual chooses, he/she shall have the opportunity to participate in the group insurance program by paying the University the appropriate rate, as provided for in Article 5.

16.9: ETS: Irrevocability: Faculty who elect ETS status shall notify the Administration, in writing, of their decision by January 31 of the final academic year of full-time service, providing with their notification written confirmation from STRS of their eligibility for retirement. The written notification shall specify the period of time the individual wishes to serve on ETS (up to four years). The Administration shall provide for each faculty member who chooses ETS a written contract which specifies the details of the ETS appointment and which binds the University, in accordance with the provisions of Article 16 of this Agreement. Representatives of the Administration shall meet with the faculty member to review the contract, the faculty member shall bring to the meeting a legal representative and/or a representative of the Association. Upon the execution of this contract by the faculty member and the University, the faculty member shall retain the right to revoke his or her teaching assignment for a specific year(s) during the established ETS period, providing adequate advance notification is provided the University, in which case the individual will not be paid for the year(s) in which services are not performed. Upon the execution of the contract between the faculty member and the University, the decision of the faculty member to retire shall be final, binding, and irrevocable.

16.10: ETS: Implementation: Immediately following ratification of this Agreement, the parties will meet to develop timelines to permit eligible faculty to elect ETS status for the 1982-83 academic year.

ARTICLE 17
STUDENTS

The Administration and the Association reaffirm their commitment to provide the undergraduate and graduate students of YSU with the highest quality instruction possible within the limits of the resources available to the institution. The parties shall seek to maintain an environment which encourages each student to attain his/her maximum intellectual and emotional development, heightens the individual's awareness of contemporary forces in society and their impact upon the individual, and prepares students for productive careers and responsible citizenship. Accordingly, the parties commit themselves to:

a) the student evaluation of faculty teaching performance, as provided for in Article 11 (FACULTY EVALUATION);

b) respect for the vital role of Student Government in representing and protecting the legitimate interests of the student body;

c) the continuation in future negotiations of the consultation and briefing sessions with student leaders begun during the negotiations in 1975; and

d) the principle that a student with a legitimate academic grievance has

the right to have his/her grievance heard

ARTICLE 18
RETAINED RIGHTS

Except as specifically, or by necessary implication, abridged, modified, or clarified by the terms of this Agreement, the Board of Trustees and the Administration retain all of the rights necessary to conduct the affairs and operations of the University. These rights include, but are not necessarily limited to, the right to determine the number of personnel needed in any category; to hire, transfer and assign personnel; to suspend or terminate personnel (consistent with procedures of due process set forth herein); to acquire, operate, and maintain facilities and equipment; to assign and manage financial resources; to determine policy; and in general to do all things appropriate and incidental to the grant of authority under Ohio Revised Code (Chapter 3345, also Secs. 3356.01-3356.06, also pertinent appropriation statutes).

ARTICLE 19
ASSOCIATION RIGHTS

19.1: General: In addition to other rights and privileges accorded to the Association elsewhere in this Agreement, the Association shall have the rights specified below.

19.2: Duly authorized representatives of the Association shall have access to the University premises for purpose of transacting official Association business consistent with the Agreement, provided that this shall not interfere with or interrupt the normal conduct of University affairs.

19.3: The Association shall be permitted reasonable use of University rooms for meetings on the same basis as other faculty groups or faculty members.

19.4: The Association shall be permitted reasonable use of University bulletin boards, faculty mail boxes, and University mail service for communication with members of the bargaining unit.

19.5: Copies of this Agreement shall be printed at the Administration's expense for distribution to all members of the bargaining unit and candidates for employment. The Administration shall provide the Association with 200 copies of the Agreement free of charge. Further, the Association or its members may purchase additional copies at cost.

19.6: Financial Security: In recognition of the Association's services to the bargaining unit, all members of the bargaining unit shall either be members of the Association or share in the financial support of the Association by paying to the Association a service fee equivalent to the amount of dues uniformly required of members of the Association. The Administration shall make available to members of the bargaining unit payroll deduction of Association membership dues (including the dues of Association affiliates) in equal monthly increments from paychecks. Payroll authorization forms, furnished by the Administration to members of the bargaining unit, shall state:

a) that the appropriate dues as reported to the Payroll Office each year by

the Association shall be deducted.

b) that this authorization shall continue in effect until revoked.

The Administration shall inform the Association promptly of all revocations of payroll deduction. Upon revocation, the remainder of the year's dues will become payable directly to the Association within thirty (30) days. The president of the Association shall, by October 1 of each year, make known to the Administration and to members of the bargaining unit the amount to be deducted annually. Members of the Association who do not wish payroll deduction or non-members will pay dues or service fee directly to the Association by October 20 of each year. The parties agree that a bargaining unit member who has not complied with the requirements of this section shall be liable to the Association in a civil action for money damages and court costs. The Administration shall forward the monthly payroll deductions of bargaining unit members to the Association promptly. The Administration shall levy no charge upon the Association for administering the payroll deduction.

19.7: Non-Discrimination: The Administration shall not discriminate against any member of the bargaining unit because of membership in, or activity on behalf of, the Association or its state or national affiliates.

ARTICLE 20
ADMINISTRATION-ASSOCIATION RELATIONS

20.1: Non-Discrimination: The Administration and the Association agree to continue their established policies of prohibiting all forms of illegal discrimination. The parties agree that allegations of illegal discrimination must be presented to the University Affirmative Action Officer and subsequently, if necessary, to an appropriate governmental agency such as the Equal Employment Opportunity Commission, the Office for Civil Rights, etc.

20.2: No Strike — No Lockout: The Association, on behalf of its officers, agents and members agrees that so long as this Agreement or any written extension hereof is in effect, there shall be no strikes, slowdowns, walkouts, refusal to perform assigned duties, sit-downs, picketing, boycotts or any activities which interfere, directly or indirectly, with the normal operation of the University. Any member of the bargaining unit who is absent without permission from the full performance of his/her duties on the date or dates when a strike occurs shall be presumed to have engaged in such strike on such date or dates. The Administration agrees that there shall be no lockout during the term of this Agreement. The provisions of this Agreement shall be used in the settlement of any dispute which may arise between the parties during the term hereof. However, if an appropriate court finds that either party has failed to observe the provisions of Article 20.2, then the other party has the right to declare the Agreement null and void in whole or in part. In connection with the negotiation of a renewal contract, if the parties arrive at an impasse with respect to any issue or issues being discussed, either party may request the Federal Mediation and Conciliation Service or the American Arbitration Association to assist by mediation regarding any such matters in dispute. The mediator shall be limited to ten (10) days from time of arrival on campus to obtain a settlement, and the parties shall share the cost of mediation equally.

20.3: Selection of Representatives: Each party shall have the unqualified

right to select its own representatives for purposes of negotiating or administering this Agreement, free from any attempt at control or interference by the other party with respect to such selection.

20.4: Representation Elections: The Administration recognizes the Association as the sole and exclusive bargaining agent for the members of the bargaining unit until such time as the Association is decertified or replaced by means of a representation election, as provided by Article 20.5.

20.5: A challenging organization or individual must petition the Administration for a representation election; such petition must be filed no earlier than January 15, 1986 and no later than February 15, 1986. The petition must be signed by at least 30% of the members of the bargaining unit; and the signatures shall be authenticated by a neutral party agreed to by the Administration and the Association. The election shall take place within sixty (60) days of the date of the authentication. The ballot shall permit a vote for the Association and for the challenger(s). "No bargaining agent" may be a selection if so sought by a challenger. If no one option receives more than 50% of the votes cast, a run-off election shall be arranged between the two top finishers. The election shall be conducted by the American Arbitration Association or such agent as the Administration and the Association agree upon. The cost of the election shall be borne equally by the Administration and each challenging agent or group on the ballot.

20.6: Information: The Administration shall furnish the Association, upon written request, information related to the negotiation or administration of this Agreement, provided such information is available and can be furnished at reasonable expense, such request allows reasonable time to assemble the information, and the Administration may determine the form in which such information is submitted. This information shall include the internal operating budget, the record of income and disbursement, quarterly enrollment reports, the agenda and official minutes of Board of Trustees' meetings, and other pertinent data. The following will be sent to the Association as soon as available:

a) the internal operating budget when adopted by the Board of Trustees;

b) quarterly and year-end financial reports;

c) quarterly enrollment data;

d) information required for the preparation and the processing of a grievance;

e) a comprehensive report from the office of the vice president—personnel services each October 1 of the membership of the bargaining unit;

f) a report from the office of the vice president—personnel services each summer of personnel changes which occurred the previous year, which shall include appointments, promotions, retirements, deaths, separations, and conferral of tenure; and

g) the YSU Factbook.

The Administration will furnish the Association copies of communications distributed generally to faculty in the University, or in any college or school. Similarly, the Association will furnish the Administration copies of communications distributed generally to faculty in the University, or in any college or school.

20.7: **Recorded Conversations**: No conversation or conference between a member of the faculty and a member of the Administration shall be mechanically recorded without the full awareness of the other party that the conversation or conference is to be recorded. "Mechanically recorded" includes any tape recorder or audio or video recording device in the possession of or on the person of the individual who records the conversation or conference.

ARTICLE 21
SEPARABILITY

21.1: The parties intend that this Agreement shall in all respects be construed and applied in a manner consistent with applicable statutes and court decisions and regulations properly enacted thereunder. In the event any provision of this Agreement shall be affirmatively determined by appropriate authority to be contrary to any such statute or regulation, such provision alone shall become thenceforth invalid and of no effect, consistent with such determination, but the remainder of this Agreement shall not thereby be deemed illegal or unenforceable. The parties agree to meet within one week to discuss any decision which renders any portion of this Agreement null and void.

21.2: The parties further agree that they shall cooperate fully with each other in seeking an expeditious resolution of any such decision through litigation, in the event that either party or both parties disagree with the decision. The parties agree that, should a court decision overturn any decision that a portion of the Agreement is illegal, the parties shall accept the ruling of the court of law. However, each party shall reserve the right to file an appeal to a higher court and may seek to have the ruling set aside until the issue under appeal is decided.

21.3: Any provision of this Agreement which is found contrary to law but becomes legal during the life of this Agreement, shall take immediate effect upon the enactment of enabling legislation. Similarly, any provision of this Agreement which may require legislative action for its implementation or its funding shall not become effective until the necessary legislation has been enacted and becomes effective; conversely, if legislative changes occur during the life of this Agreement which make it impossible to fund any provision of this Agreement, the obligation of the Administration hereunder to that extent shall be suspended.

21.4: In the event a state or federal law covering members of the unit is enacted during the term of this Agreement, the parties agree to meet promptly and determine those areas of this Agreement which must be revised to bring this Agreement into compliance with the law; this revision shall be limited to those areas in which a revision is mandated by the legislation, and there shall be no obligation on the part of either party to reopen or renegotiate areas in which revisions might be permissible but are not mandatory under such legislation.

ARTICLE 22
MISCELLANEOUS

22.1: **Salary Checks**: Faculty salary payments shall be made monthly, on the University working day nearest to the fifteenth (15th) of each month. If either the faculty member or the Administration wishes, salary payments will be mailed

as directed by the faculty member. Individuals on 9-month contracts will have the option of being paid in nine (9) monthly payments or twelve (12) monthly payments. An individual will indicate his/her option by placing a checkmark beside the desired pay plan on his/her annual employment contract. An individual who makes no checkmark on his/her contract shall receive his/her pay in twelve (12) monthly payments. Changes in pay plan options may not be made during a contract year.

22.2: Payroll Deductions: Upon proper individual authorization, the Administration shall administer the following payroll deductions:

a) Association dues;

b) United Appeal;

c) U.S. Government Savings Bonds;

d) Tax-sheltered annuities;

e) YSU Federal Credit Union;

f) Contributions to an Association Political Action Committee or the Educators Political Action Committee; and

g) University All-Sports Complex.

An employee may enroll in a tax-sheltered annuity program once each year.

22.3: Bookstore and Athletic Tickets: The University will fund the cost of a 20% discount for bargaining unit members on purchases of $5.00 or more at the University Bookstore, and the cost of a 50% discount on athletic tickets and University Theatre tickets for use by bargaining unit members and their immediate families. (The athletic ticket discount shall be available on individual athletic events only if the tickets are purchased at least one day prior to the event.)

22.4: Fee Remission: Dependent children and spouses of bargaining unit members shall be granted remission for instructional fees at YSU, including out-of-state instructional fees where applicable. "Dependent children" are children who qualify as exemptions, as defined by the Internal Revenue Service, for the bargaining unit member. Bargaining unit members shall receive remission of instructional fees at YSU, including out-of-state fees where applicable, for up to six credit hours each quarter; courses may not be taken at times which conflict with assigned duties. Bargaining unit members who retire during the term of this Agreement shall continue to be eligible for the fee remission described above, and their dependents shall continue to be eligible for fee remission for dependents, as described above. The dependents of any bargaining unit member who dies during the term of this Agreement shall continue to be eligible for fee remission as described above until dependent children reach age 22 and as long as the surviving spouse remains unremarried.

22.5: Travel Reimbursement for Instruction: Faculty members who are required to provide instruction or perform other official duties off campus shall be reimbursed for travel in their privately-owned vehicles at the rate established by the Ohio Office of Budget and Management.

22.6: Continuing Education Fee Remission: Each member of the bargaining unit shall be entitled to instructional fee remission once each calendar year for a non-credit course offered through Continuing Education, providing an applica-

tion is made in advance upon a form to be provided by the Department of Continuing Education and in accordance with deadlines for application established by the Department of Continuing Education. Fee remission shall not apply to materials charges, facilities charges, or other non-instructional charges which may be required for enrollment in the course. Fee remission shall be available only if there is an enrollment slot available above and beyond the enrollment level required to fund the course, final and binding determination of the required enrollment level in any given course rests with the University. If an employee enrolls in a course in Continuing Education, and the course is cancelled for inadequate enrollment or other reasons, this enrollment shall not count as the one annual enrollment for which the employee may receive a fee waiver.

APPENDIX A
DEFINITIONS

RETRENCHMENT refers to a reduction in department personnel because of financial exigency, program curtailment or decreased student credit hours.

DEPARTMENT refers to academic, administrative, and other budgetary units of the University.

NORMAL ATTRITION refers to any reduction in department personnel due to resignation, retirement, transfer or nonreappointment (for reasons other than retrenchment), or death.

TRANSFER refers to a permanent reassignment from one department to another within the University in accord with the job description and the individual's qualifications.

LOAN refers to a full or partial temporary reassignment from one department to another within the University in accord with the job description and the individual's qualifications.

LEAVE OF ABSENCE refers to a temporary release from contractual duties for a period of up to one year and is subject to renewal.

APPENDIX B
RETRENCHMENT MATRIX

ACTION	TENURED FACULTY MEMBER	NON-TENURED FACULTY MEMBER
Permanent Transfer to another academic department	When a tenured faculty member is transferred to another academic department, he/she retains his/her rank, salary, and tenure status.	When a non-tenured faculty member is transferred to another academic department, he/she retains his/her rank and salary. His/her years of service in the former department count toward the acquisition of tenure except that the receiving department shall be granted no less than 6 academic quarters (not including summer) of actual service in that department before tenure may be acquired therein.
Permanent Transfer to a non-academic department	When a tenured faculty member is transferred to a non-academic department, he/she retains his/her rank and tenure in the former department. The salary in the non-academic position shall not exceed the amount budgeted for the position.	When a non-tenured faculty member is transferred to a non-academic department, his/her salary in the non-academic position shall not exceed the amount budgeted for the position. If he/she should return to his/her former "home" department, he/she holds the rank and tenure status as he/she had at the time of transfer.
Full or Partial Loan to an academic department	When a tenured faculty member is placed on full or partial loan to another academic department, he/she retains his/her rank, salary and tenure status.	When a non-tenured faculty member is placed on full or partial loan to another academic department, he/she retains his/her rank and salary. His/her years on loan count towards the acquisition of tenure. The "home" department will make tenure, promotion and salary recommendations on the loaned faculty member in consultation with the "loan" department.

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APPENDIX B
RETRENCHMENT MATRIX

ACTION	TENURED FACULTY MEMBER	NON-TENURED FACULTY MEMBER
Full loan to a non-academic department	When a tenured faculty member is placed on full loan to a non-academic department, he/she retains his/her rank and tenure status. The salary in the non-academic position shall not exceed the amount budgeted for the position.	When a non-tenured faculty member is placed on full loan to a non-academic department, he/she accumulates no credit towards the acquisition of tenure. When he/she returns to his/her "home" department, he/she holds the same rank and tenure status as he/she had at the time of the loan. His/her salary in the non-academic position shall not exceed the amount budgeted for the position.
Partial loan to a non-academic department	When a tenured faculty member is placed on partial loan to a non-academic department, he/she retains his/her rank, salary and tenure status.	When a non-tenured faculty member is placed on partial loan to a non-academic department, he/she retains his/her rank, salary and tenure status, his/her years on partial loan count towards tenure, the "home" department continues to make tenure, promotion and salary recommendations for the loaned faculty member.

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APPENDIX C
GRIEVANCE FORMS

FACULTY GRIEVANCE FORM

Date filed _____

☐ Filed through YSU-OEA Grievance Committee

☐ Filed independently of YSU-OEA Grievance Committee

Name of Grievant: _____

Home Address: _____

School or College _____

Department _____

Telephone: Home _____ School _____

Date Cause of Grievance Occurred _____

Statement of Complaint of Grievant (Attach supporting documents if appropriate.)

Section of Agreement Alleged to Have Been Violated

Remedy Sought

_____ _____
(Grievant's Signature) (Date)

cc: Grievant
Chairperson, YSU-OEA Grievance Committee
President of the Association
Department Chairperson
Dean
Vice President--Personnel Services

[1] Prior to the filing of a grievance, a grievance number must be secured from the office of the Vice President--Personnel Services.

GRIEVANCE DISPOSITION FORM

[1] _____

Date of Disposition _____

Step _____

TO _____
(Grievant)

FROM ☐ CHAIRPERSON
☐ DEAN
☐ PROVOST
_____
(Name)

RE: Grievance filed on _____
(Date)

DISPOSITION

cc: Grievant
Chairperson, YSU-OEA Grievance Committee
President of the Association
Department Chairperson
Dean
Vice President--Personnel Services

GRIEVANCE DISPOSITION RELATION FORM

Date _____

Complete this form and return copies to the offices indicated below within ten (10) days.

1. Check the appropriate box.

☐ I accept the disposition of my grievance at step 1 2 3 (Circle the appropriate number.)

☐ I reject the disposition of my grievance and will advance my appeal to step 2 3 4 (Circle the appropriate number.) (Appeals must be advanced within ten (10) days of receipt of the disposition. Appeal to step 4 requires approval of Association.)

☐ I reject the disposition of my grievance since it fails to resolve the issue satisfactorily, but I do not intend to appeal further.

2. Signatures

Grievant _____ Date _____

Association Representative _____ Date _____ (optional, except for step 4)

cc: Grievant
Chairperson, YSU-OEA Grievance Committee
President of the Association
Department Chairperson
Dean
Vice President--Personnel Services

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APPENDIX D
EVALUATION FORM (STUDENT)

Student Evaluation of Teaching: Form

You are encouraged to answer every question. However, if you are unable to answer a particular question, simply leave it blank.

PART I. Answer the following questions using this code: A = yes; B = no.

The instructor distributed a course outline at the start of the course which includes a description of the instructor's grading policy and class attendance policy.

A_____ B_____

The instructor returned at least one item of graded student work (paper, examination, etc.) before the end of the drop period.

A_____ B_____

PART 2. Grade the instructor on each of the following items, using this code:
A = almost always; B = frequently; C = more often than not; D = occasionally;
E = hardly ever.

a. The instructor is on time for class.

A_____ B_____ C_____ D_____ E_____

b. The instructor meets classes as scheduled with rare absence.

A_____ B_____ C_____ D_____ E_____

c. The instructor keeps appointments with students, including scheduled office hours.

A_____ B_____ C_____ D_____ E_____

d. The instructor speaks clearly and can be heard in class.

A_____ B_____ C_____ D_____ E_____

e. The instructor follows the course outline, including the grading policy and the class attendance policy.

A_____ B_____ C_____ D_____ E_____

f. The instructor grades my work fairly.

A_____ B_____ C_____ D_____ E_____

g. The instructor returns graded student work within a reasonable time.

A_____ B_____ C_____ D_____ E_____

h. The instructor gives examinations which allow me to demonstrate my knowledge of the subject

A_____ B_____ C_____ D_____ E_____

i. The instructor treats students with courtesy and respect

A_____ B_____ C_____ D_____ E_____

j. The instructor encourages students to develop and express their own viewpoints on topics covered in the course

A_____ B_____ C_____ D_____ E_____

PART 3. Overall, how well has this instructor performed in teaching this course? Use this code: A = outstanding; B = very good; C = good; D = adequate; E = inadequate.

A_____ B_____ C_____ D_____ E_____

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APPENDIX E
EVALUATION FORM (CHAIRPERSON)

FACULTY DATA SHEET & EVALUATION OF FACULTY PERFORMANCE FOR _____
(Period)

(NAME) _____ (RANK) _____ (DEPARTMENT) _____

Courses taught (indicate quarter and year):

OTHER (In lieu of a full assignment):

Year: _____	Year: _____	Year: _____
FALL:	FALL:	FALL:
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
WINTER:	WINTER:	WINTER:
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
SPRING:	SPRING:	SPRING:
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

In the space below, and on p. 4, if necessary, report significant information concerning your activities and achievements in the areas of teaching, scholarship, and University service during the period covered by this evaluation.

PAGE ONE TO BE COMPLETED BY THE FACULTY MEMBER

The information reported is complete and accurate:

_____ _____
(Faculty Member's Signature) (Date)

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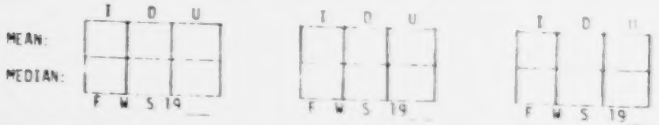
[Name] _____, p.2 Period Covered by Evaluation

EVALUATION OF FACULTY PERFORMANCE: TO BE COMPLETED BY DEPARTMENT CHAIRPERSON

I. Numerical Report: Students' evaluation, answers to the question in Part I, including individual, departmental, and University means and medians



Note to chairperson: Report all student evaluations since the last Departmental Evaluation; if more than three have occurred, report the three most recent student evaluations. Report the quarter by circling F, W, or S, and the year by completing "19___," e.g., 1982.

II. The YSU-YSU/OEA Agreement stipulates the following 11 items as faculty responsibilities. The department chairperson shall, to the best of his/her knowledge, report the faculty member's performance of duties below. (If an item is not applicable, the chairperson shall so indicate.)

The faculty member:	YES	NO
1. appeared for scheduled classes unless the chairperson's approval was secured in the case of an absence.		
2. attended department meetings.		
3. attended school/college and university committee meetings.		
4. fulfilled registration and advisement duties.		
5. kept office hours.		
6. provided students with and adhered to a course outline, a written grading policy, and a written class attendance policy.		
7. explained grades to students if so requested.		
8. attended commencement as scheduled.		
9. kept abreast of developments in his/her field of specialization.		
10. saw a thesis through to completion when he/she was the major advisor.		
11. met other duties assigned in accord with the provisions of the Agreement.		

All check marks in the "NO" column should be described fully and documented in the space below. (Continue on p.4 or a separate sheet and so indicate.)

PROGRESS TOWARD TENURE (for probationary tenure-track faculty only): If unsatisfactory, explain.

SATISFACTORY_____ UNSATISFACTORY_____

III. Summary Evaluation of Faculty Performance by Chairperson

Teaching ___ [1] ___ [2]

Scholarship ___ [1] ___ [2]
University
Service ___ [1] ___ [2]

[1=Outstanding, Above ... Satisfactory, 2=Adequate, Inadequate]

Departmental Mean: Average evaluation awarded faculty by chairperson in the year of this evaluation.

___ (insert number) faculty were evaluated with this instrument in this department this year.

IV. Recommendations for Improvement: List below your recommendations to the faculty member, if any, to improve his/her performance during the next evaluation period. If you need more space, continue on p 4, or attach a separate sheet, and so indicate.

V. Comment by Chairperson (Optional)

Signature (required) [date]

VI. Comment by Faculty Member (Optional)

Signature (optional) [date]
(Signature without comment does not necessarily indicate concurrence)

VII. Comment by Dean (Optional)

Signature (required) [date]
(Signature without comment does not necessarily indicate concurrence)

Placed in Official Personnel File, copy sent to faculty member.

Signature [date]

IF ADDITIONAL SPACE IS REQUIRED FOR COMMENTS, CONTINUE ON P. 4 OR ATTACH ADDITIONAL SHEET(S) AND SO INDICATE

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. 2

FACULTY DATA SHEET & EVALUATION OF FACULTY PERFORMANCE

Continuations from page 1, 2, or 3 should be identified and initialed

APPENDIX F
FACULTY IMPROVEMENT LEAVE APPLICATION

APPLICATION FOR FACULTY IMPROVEMENT LEAVE
YOUNGSTOWN STATE UNIVERSITY

NAME _____ (Last) _____ (First) _____ (Initial)

RANK _____

DEPARTMENT _____

SCHOOL/COLLEGE _____

DATE OF APPLICATION _____

☐ One Quarter ☐ Three Quarters

PERIOD OF LEAVE
From _____ To _____

DATE OF EMPLOYMENT AT YSU _____

YEARS OF SERVICE AT YSU _____

GIVE A DESCRIPTION OF YOUR PROPOSED LEAVE PROJECT OR ACTIVITY. ATTACH ADDITIONAL PAGES IF NECESSARY.

☐ I am willing to meet with the Faculty Improvement Committee.

☐ I wish to meet with the Faculty Improvement Committee.

☐ I do not wish to meet with the Faculty Improvement Committee.

_____
Signature of Applicant

CHAIRPERSON'S COMMENTS

RECOMMENDED _____ NOT RECOMMENDED _____

DATE _____ _____
Chairperson's Signature

DEAN'S COMMENTS:

RECOMMENDED _____ NOT RECOMMENDED _____

DATE _____ _____
Dean's Signature

ACTION OF THE FACULTY IMPROVEMENT COMMITTEE

RECOMMENDED _____ NOT RECOMMENDED _____

DATE _____ _____
Committee Chairperson's Signature

ACTION OF THE PROVOST:

APPROVED _____ DATE _____

DISAPPROVED _____ _____
Provost's Signature

APPENDIX G
FACULTY TASKS, DUTIES, AND ASSIGNMENTS

Introduction:

A representative list of tasks, duties, and assignments of the members of the bargaining unit in the area of teaching, scholarship, and University service follows:

a) Teaching:

Teaching may include the following activities:

(1) classroom instruction, preparation, and supervision;

(2) field-based or off-campus instruction;

(3) laboratory design, preparation, instruction, supervision, and other associated responsibilities;

(4) student teacher supervision and evaluation;

(5) measurement of student performance including the preparation, administration, grading and evaluation of tests, papers, examinations, and reporting of grades;

(6) conferences with and academic advisement of students outside of their registration needs;

(7) coordination, supervision, and evaluation of student research beyond regular course assignments, including research for a graduate degree;

(8) coordination and supervision of student activities directly related to the academic program such as directing the debate team or supervising the intramural athletic program;

(9) coordination and supervision of academic programs such as Classical Studies, Engineering Technology programs, and English Composition;

(10) experiments in teaching methods and teaching-oriented research;

(11) writing letters of recommendation for students;

(12) selection and procurement of books, films, and other materials for classroom or laboratory use;

(13) evaluation periodically of library holdings and recommendation of books to be ordered by the library;

(14) development of new courses and programs of study;

(15) service as a member of a graduate student's research project committee; and

(16) other similar activities.

b) Scholarship:

Scholarship may include the following activities:

(1) research which leads to the discovery of new knowledge or new applications of existing knowledge;

(2) research intended to lead to publication in scholarly journals or books;

(3) on-going reading and research to maintain proficiency and growth in one's field of professional specialization;

(4) in the case of fine and performing arts, regular practice and performance to maintain and develop professional skills;

(5) research intended to lead to the preparation and presentation of a scholarly paper to a professional society, or a paper in one's field of specialization to any group;

(6) editing professional journals and serving as a referee of manuscripts that have been submitted to a journal;

(7) reviewing texts in one's field of specialization for publishers;

(8) holding membership or an office in professional associations;

(9) attendance and participation in meetings, conferences, and conventions of professional associations;

(10) writing proposals for financial support of research or other projects, including academic institutes or workshops;

(11) consulting with YSU faculty on research proposals or projects;

(12) University-sponsored research;

(13) discipline-connected consultation or discipline-connected community service; and

(14) other similar activities.

c) University Service:

University Service may include the following activities:

(1) service on department, college, and University committees;

(2) service on Association committees;

(3) service on the Academic Senate and its committees;

(4) service on University-related committees such as the YSU Credit Union;

(5) participation in University-sponsored activities to recruit students;

(6) interviewing and screening candidates for faculty and staff appointments;

(7) coordination, advisement, and supervision of student organizations or student activities not directly related to the academic program;

(8) advisement and counseling of students during registration periods;

(9) participation in University-sponsored community service or community projects;

(10) taking inventory of equipment and supplies;

(11) service as the designated representative of the University

(12) participation in community spunsored activities within the Univer sity such as the United Appeal drive, and

(13) other similar activities

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto, by their duly authorized officers and agents, have affixed their signatures this 23rd day of June, 1982.

For the
YSU CHAPTER of the
OHIO EDUCATION
ASSOCIATION

Thomas A. Shipka
President

Stephen Hanzely
Chief Negotiator

Negotiating Team:

Paul E. Dalbec
J. J. Koss
Joseph T. May
Sidney I. Roberts

For the
YOUNGSTOWN STATE
UNIVERSITY

John J. Coffelt
President

Negotiating Team:

Taylor Alderman
Chief Negotiator
D. W. Byo
H. Robert Dodge
Sally M. Hotchkiss
Victor A. Richley
Bernard J. Yozwiak

INDEX

This is an informal aid to assist readers in locating subjects within the 1982-86 YSU-YSU OEA *Agreement*. The Index was prepared by the Administration and is not part of the official *Agreement* ratified by the parties in June, 1982.

Titles of Articles appear in bold-faced type (e.g., Article 1 is **AGREEMENT**), titles of sub-sections appear in italics (e.g., Article 4.11 is *Overload Pay*). The typical reference in the Index gives subject first, a reference to the appropriate Article and sub-section, and a page reference. Thus, "*Financial Security*, 19.6, pp. 39-40" means the *Agreement* addresses this issue in Article 19, sub-section 6, on pages 39-40.

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